

**CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF THE MASTER POLICYHOLDER**

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "Underwriters") for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

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The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

**Coverage Reference No:** 23399

**1. Named Insured:** Mr William Kent  
Behavior Management Solutions LLC  
7007 Balsam Way, Oakland, CA 94611, US.

**Additional Insureds:**

ALAMEDA UNIFIED SCHOOL DISTRICT  
2060 CHALLENGER DRIVE Alameda CA 94501  
Acalanes Union High School District  
1212 Pleasant Hill Road Lafayette CA 94549  
Antioch Unified School District  
510 G Street Antioch CA 94509  
Brentwood Union School District  
255 Guthrie Lane Brentwood CA 94513  
Byron Union School District  
14301 Bryon Highway Byron CA 94514  
Canyon Elementary School District  
PO Box 187 Pinehurst Road Canyon CA 94516  
Contra Costa County Office of Education  
77 Santa Barbara Road Pleasant Hill CA 94523  
John Swett Unified School District  
400 Parker Avenue Rodeo CA 94572  
Knightsen Elementary School District  
1923 Delta Road Knightsen CA 94548  
Lafayette School District  
3477 School St. Lafayette CA 94549  
Liberty Union High School District  
20 Oak Street Brentwood CA 94513  
Martinez Unified School District  
921 Susana Street Martinez CA 94553  
Moraga School District  
1540 School Street Moraga CA 94556  
Oakley Union Elementary School District  
91 Mercedes Lane Oakley CA 94561  
Orinda Union School District  
8 Altarinda Road Orinda CA 94563  
Pittsburg Unified School District  
2000 Railroad Avenue Pittsburg CA 94565  
Walnut Creek School District  
960 Ygnacio Valley Road Walnut Creek CA 94596  
Contra Costa SELPA  
2520 Stanwell Drive Suite 270 Concord CA 94520  
Castro Valley Unified School District  
4400 Alma Ave Castro Valley CA 94546  
San Ramon Unified School District  
699 Old Orchard Dr. Danville CA 94526  
Mt. Diablo Unified School District  
1936 Carlotta Dr. Concord CA 94519  
60 Additional Professionals  
Category 1: 0  
Category 2: 5  
Category 3: 55  
Category 4: 0

**2. Membership Number:**

20620

**Master Policyholder:**

ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)  
c/o 724 Boardman-Poland Rd Boardman, OH 44512

**Master Policy Number:**

B0572MR24WI08

**3. Policy Period:** The Policy Period shall commence during the **Policy Period** set forth below. Coverage shall commence from the date upon which the **Named Insured** holds a valid membership with the Master Policyholder during the **Policy Period** and shall continue up to but not exceeding 365 days in all.

From: 27TH JUNE 2024

To: 27TH JUNE 2025

Both dates at 12:01 a.m Local Time at the address stated in Item 1 above.

**4. Policy Administrator:**                     Huntington Insurance  
   724 Boardman-Poland Rd  
   Boardman, OH 44512  
   ProgramServices@Huntington.com

**5. Limits of Liability:**

**1. Professional Liability Section**

Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)

- a. Each **Claim** including **Claims Expenses** \$2,000,000  
     But sublimited to:
  - i. Sexual/Physical Misconduct Each **Claim** \$1,000,000  
     including **Claims Expenses**
- b. Aggregate including **Claims Expenses** \$4,000,000  
     But sublimited to:
  - i. Sexual/Physical Misconduct Aggregate \$1,000,000  
     including **Claims Expenses**

**2. General Liability Section**

Limit of Liability for Insuring Agreement I.A.2., (General Liability and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability)

- a. Each **Claim** including **Claims Expenses** \$1,000,000  
     But sublimited to:
  - i. Fire Legal Liability (Insuring Agreement I.A.3.) \$100,000  
     each **Claim** including **Claims Expenses**
- b. Aggregate including **Claims Expenses** \$3,000,000

**3. Products/Completed Operations Section**

Limit of Liability for Insuring Agreement I.A.4., (Products/Completed Operations Liability),

- a. Each **Claim** including **Claims Expenses** \$0
- b. Aggregate including **Claims Expenses** \$0

**4. Computer Information Security Liability Section**

Limit of Liability for Insuring Agreement I.A.5., (Computer Information Security Liability),

- a. Each **Claim** including **Claims Expenses** \$0
- b. Aggregate including **Claims Expenses** \$0

**5. Privacy Liability Section**

Limit of Liability for Insuring Agreement I.A.6., (Privacy Liability),

- a. Each **Claim** including **Claims Expenses** \$0
- b. Aggregate including **Claims Expenses**  
     But sublimited to:
  - i. Aggregate for the **Policy Period** for all **Privacy Violation costs** \$0  
     covered under Insuring Agreement I.A.6.

**6. Hired and Non Owned Auto**

Limit of Liability for Insuring Agreement I.A.7., (Hired and Non Owned Auto),

- a. Each **Claim** including **Claims Expenses** \$1,000,000
- b. Aggregate including **Claims Expenses** \$1,000,000

**7. Policy Aggregate Limit of Liability** \$4,000,000

The Limits of Liability stated under 1, 2, 3, 4, 5 and 6 above are part of, and not in addition to, the overall Policy Aggregate Limit of Liability stated under this Section 7.

The Limits of Liability under Item 5. shall apply separately to each Section. Under no circumstances shall any one **Claim** trigger multiple sections.

**6. Retroactive Dates:**                     Professional Liability: 27TH JUNE 2023  
   General Liability:       27TH JUNE 2023

**7. Terrorism Coverage:**                   No

<b>8. Waiver of Subrogation:</b>	No
<b>9. Territory:</b>	Worldwide
<b>10. Notification under this Policy:</b>	Huntington Insurance Inc Michael Dercoli, CPCU, CIC Senior Sales Executive 724 Boardman-Poland Rd Boardman, OH 44512 Tel: 866-318-5028 Fax: 877-243-0712 Email: ProgramServices@Huntington.com
<b>11. Notice of Claim or Circumstances:</b>	Claims Department Beazley Group 30 Batterson Park Road, Farmington CT 06032 Email: usspeclaims@beazley.com Tel: 888-222-1123 Fax: 866-910-1397 When reporting a claim please provide Program Name (ABAI US) and Master Policy Number B0572MR24WI08

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The Master Policy contains the following exclusions:

**1. Exclusions applicable to Insuring Agreement I.A.1 (Professional Liability)**

- a. Bodily Injury, Property Damage or Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in rendering or failing to render **Professional Services**.
- b.** Criminal, dishonest, fraudulent or malicious acts, error or omissions.
- c.** Contractual liability
- d.** Claims based upon an express or implied warranty or guarantee, or breach of contract in respect of an agreement to perform work for a fee
- e. Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporations, company or business other than that of the **Named Insured**
- f.** Financial or investment advice
- g.** Libel or slander
- i.** No valid license for the performance of **Professional Services**
- j.** Rendering or failing to render **Professional Services** to **Professional Athletes**

**2. Exclusions applicable to Insuring Agreement I.A.2 (General Liability and Advertising Liability) and Insuring Agreement I.A.3 (Fire Legal Liability).**

- a. **Claims** arising out of the rendering or failing to render **Professional Services**;
- b. Use of force expected or intended from the standpoint of the **Insured**;
- c. Ownership, maintenance, operation, use, loading or unloading of any **Automobile**, aircraft or watercraft.
- d. Transportation of **Mobile Equipment** by any **Automobile**;
- e. Alcoholic beverages;
- f. **Personal Injury** to any **Employee**;
- g. **Property Damage** to property owned, rented or temporarily occupied by the **Insured**, personal property in the care, custody and control of the **Insured**;
- h. Recall
- i. **Claims** against or in connection with any business enterprise not named in the Declarations which is owned by the **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee
- j. Employee Retirement Income Security Act 1974 and amendments
- k. **Claim** or circumstance in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance prior to the inception date
- l. **Claim** or circumstance known to the Insured prior to the inception date
- m. Acts, error, omissions or **Accidents** which first took place prior to the Retroactive Date
- n. Discrimination
- o. Insolvency or Bankruptcy of the **Insured**
- p. Punitive and exemplary damages, fines, sanctions, taxes, costs or expenses
- q. Employer-employee relations, policies, practices, acts or omissions.
- r. Violation of Securities Acts, of Racketeer Influenced and Corrupt Organizations Act
- s. Anti-trust
- t. Regulatory actions
- u. Plagiarism, misappropriation of likeness, infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright; unless covered under Insuring Agreement I.A.2.
- v. Product Liability
- w. Pharmacy services
- x. Manufacture, handling sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances
- y. Asbestos, Mould, Electromagnetic Field or Radiation, Pollution.
- z. **Insured vs Insured**
- aa. HIV, AIDS, hepatitis or any other infectious disease or any complex or syndrome related.

**PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND  
YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.**

The underwriters shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages**. Underwriters will pay **Claims Expenses** with respect to any **Claim** seeking **Damages** which are payable under the terms of the Master Policy. **Claims Expenses** shall reduce and may exhaust the Limits of Liability.

If any payment is made under the Master Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after an incident or event giving rise to a **Claim** to prejudice such rights.

By acceptance of the attached Master Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that the Master Policy is issued in reliance upon the truth thereof.

**NO ADMISSION OF LIABILITY, ASSUMPTION OF OBLIGATION OR PROMISE TO PAY EITHER EXPRESS OR IMPLIED MAY  
BE MADE EITHER VERBALLY OR IN WRITING.**

**IF THE INSURED RECEIVES ANY NOTICE OF A CLAIM OR IS AWARE OF A CIRCUMSTANCE WHICH MAY RESULT IN A  
CLAIM FULL DETAILS OF THE CLAIM, CIRCUMSTANCE OR INCIDENT SHOULD BE SENT IMMEDIATELY IN WRITING BY  
EMAIL OR LETTER (INCLUDING THE INSURED MEMBERSHIP NUMBER) TO THE ADDRESS STATED IN ITEM 10 OF THIS  
CERTIFICATE OF INSURANCE.**

**NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO  
ANY INSURED.**

**THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO  
AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.**



**DECLARATIONS**

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period** or **Extended Reporting Period**, if applicable. **Claims Expenses** are within and reduce the Limit of Liability under this Policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

**Underwriters:** Certain Underwriters at Lloyd's, London

**Master Policyholder:** ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)  
c/o 724 Boardman-Poland Rd Boardman, OH 44512

**Master Policy Number:** B0572MR24WI08

**Coverage Reference No:** 23399

Item 1. **Named Insured:**  
Mr William Kent  
Behavior Management Solutions LLC

**Address:**  
7007 Balsam Way,  
Oakland, CA 94611, US.

Item 2. **Policy Period:**  
**From:** 27th June 2024  
**To:** 27th June 2025

Item 3. **Insuring Agreements Included**

INSURING AGREEMENTS	Included
Insuring Agreement I.A.1 Professional Liability:	Yes
Insuring Agreement I.A.2 General Liability and Advertising Liability	Yes
Insuring Agreement I.A.3 Fire Legal Liability	Yes
Insuring Agreement I.A.4 Product Liability	No
Insuring Agreement I.A.5 Computer Information Security	No
Insuring Agreement I.A.6 Privacy Liability	No
Insuring Agreement I.A.7 Hired and Non-Owned Auto	Yes

Item 4.	<b>Limits of Liability:</b>	
	<b>1. Professional Liability Section</b>	
	Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)	
	a. Each <b>Claim</b> including <b>Claims Expenses</b>	\$2,000,000
	But sublimited to:	
	i. Sexual/Physical Misconduct Each <b>Claim</b>	\$1,000,000
	including <b>Claims Expenses</b>	
	b. Aggregate including <b>Claims Expenses</b>	\$4,000,000
	But sublimited to:	
	i. Sexual/Physical Misconduct Aggregate	\$1,000,000
	including <b>Claims Expenses</b>	
	<b>2. General Liability Section</b>	
	Limit of Liability for Insuring Agreement I.A.2., (General Liability and Advertising Liability), and	
	Insuring Agreement I.A.3., (Fire Legal Liability)	
	a. Each <b>Claim</b> including <b>Claims Expenses</b>	\$1,000,000
	But sublimited to:	
	i. Fire Legal Liability (Insuring Agreement I.A.3.)	\$100,000
	each <b>Claim</b> including <b>Claims Expenses</b>	
	b. Aggregate including <b>Claims Expenses</b>	\$3,000,000
	<b>3. Products/Completed Operations Section</b>	
	Limit of Liability for Insuring Agreement I.A.4., (Products/Completed Operations Liability),	
	a. Each <b>Claim</b> including <b>Claims Expenses</b>	\$0
	b. Aggregate including <b>Claims Expenses</b>	\$0
	<b>4. Computer Information Security Liability Section</b>	
	Limit of Liability for Insuring Agreement I.A.5., (Computer Information Security Liability),	
	a. Each <b>Claim</b> including <b>Claims Expenses</b>	\$0
	b. Aggregate including <b>Claims Expenses</b>	\$0
	<b>5. Privacy Liability Section</b>	
	Limit of Liability for Insuring Agreement I.A.6., (Privacy Liability),	
	a. Each <b>Claim</b> including <b>Claims Expenses</b>	\$0
	b. Aggregate including <b>Claims Expenses</b>	
	But sublimited to:	
	i. Aggregate for the <b>Policy Period</b> for	\$0
	all <b>Privacy Violation costs</b> covered	
	under Insuring Agreement I.A.6.	
	<b>6. Hired and Non Owned Auto</b>	
	Limit of Liability for Insuring Agreement I.A.7., (Hired and Non Owned Auto),	
	a. Each <b>Claim</b> including <b>Claims Expenses</b>	\$1,000,000
	b. <b>Aggregate including Claims Expenses</b>	\$1,000,000
	<b>7. Policy Aggregate Limit of Liability</b>	\$4,000,000
	The Limits of Liability stated under 1, 2, 3, 4, 5 and 6 above are part of, and not in addition to,	
	the overall Policy Aggregate Limit of Liability stated under this Section 7.	

The Limits of Liability under Item 4 shall apply separately to each Section. Under no circumstances shall any one **Claim** trigger multiple sections.

Item 5. **Deductible**

**Professional Liability, General Liability, Computer Information Security Liability**

Deductible for Insuring Agreement I.A.1., (Professional Liability), I.A.2. (General Liability), I.A.3. (Fire Legal Liability), I.A.4. (Product Liability), I.A.5. (Computer Information Security), I.A.6. (Privacy Liability) and I.A.7. (Hired and Non-Owned Auto Liability) \$500

- Each **Claim** including **Claims Expenses**

Item 6.	<b>Extended Reporting Period</b>	
	<b>Length of Extended Reporting Period</b>	<b>Premium of Extended Reporting Period</b>
	12 months	100% of the premium set forth in Item 7. of the Declarations
	24 months	175% of the premiumdocument set forth in Item 7. of the Declarations
	36 months	225% of the premium set forth in Item 7. of the Declarations

Item 7. **Premium**  
The premium paid in respect of the entire **Policy Period**

1.	Professional Liability	\$5,626.40
2.	General Liability (if purchased)	\$200.00
3.	Product Liability (if purchased)	\$0.00
4.	Waiver of Subrogation (if purchased)	\$0.00
5.	Computer Information Security and Privacy (if purchased)	\$0.00
6.	Hired and Non Owned Auto (if purchased)	\$500.00
7.	Admin Fees	\$50.00
8.	Taxes	\$316.32
9.	Stamping Fees	\$0.00
10.	Broker Fee	\$0.00
	Total Annual Premium	\$6,692.72

Item 8. **Retroactive Date:**  
Professional Liability: 27TH JUNE 2023  
General Liability: 27TH JUNE 2023

Item 9. **Notifications under this Policy:**  
1. Recipient of Notice of the **Insured's** Cancellation:

Huntington Insurance Inc  
Michael Dercoli, CPCU, CIC  
Senior Sales Executive  
724 Boardman-Poland Rd  
Boardman, OH 44512  
Tel: 866-318-5028  
Fax: 877-243-0712  
Email: ProgramServices@Huntington.com

2. Recipient of Notice of the **Insured's** Intention to purchase the Extended Reporting Period Coverage and premium for the Extended Reporting Period:

as 9.1. above

Item 10. **Notice of Claim or Circumstances in accordance with Clause X.**  
Claims Department  
Beazley Group  
30 Batterson Park Road,  
Farmington CT 06032  
Email: uspeclaims@beazley.com  
Tel: 888-222-1123 Fax: 866-910-1397  
When reporting a claim please provide Program Name (ABAI US) and Master Policy Number B0572MR24WI08

Item 11. **Terrorism Coverage:**  
Coverage Purchased: No

If 'Yes', Terrorism Coverage Premium: \$0.00 is included in the Professional Liability premium.



Item 12. **Service of Suit:**  
Service of Suit upon the Underwriters pursuant to Clause XXII. of the Policy may be made upon

Mendes & Mount  
750 7th Avenue  
New York  
New York 10019-6829, USA

Item 13. **Choice of Law:** The State of Ohio

Item 14. **Professional Services:**  
- Applied Behavior Analyst  
- Autism Treatment Professional  
- Certified Behavior Analysts (BACB and BCaBA)  
- Consultant  
- Full Member of ABAI  
- Registered Behavior Therapist  
- Staff Trainer

Item 15. **Endorsement Effective At Inception:** None



10th June 2024

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**ENDORSEMENT to Evidence No 23399**

THIS ENDORSEMENT is attached to EVIDENCE OF INSURANCE No 23399. IT IS ISSUED AS NOTICE OF INSURANCE FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS ENDORSEMENT IS ATTACHED TO THE EVIDENCE OF INSURANCE AND A COPY OF THE MASER POLICY WORDING.

THE MASTER POLICY AND THE APPLICATION OF THE INSURED, IF ANY, FORM THE ENTIRE CONTRACT. THIS ENDORSEMENT IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY.

THE EVIDENCE TO WHICH THIS ENDORSEMENT IS ATTACHED REPLACES ANY OTHER EVIDENCE AND ENDORSEMENT PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED IN THE EVIDENCE.

This document is to notify the Member named in the Evidence (the Mr William Kent)(the Named Insured) that the following amendment(s), alteration(s) or clarification noted below has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "underwriters") for the Coverage Period specified below (the 27th June 2024 to 27th June 2025) under the Master Policy set out below (the "Master Policy") issued to the Master Policyholder.

The insurance is provided under the Master Policy as set out at 3 on the Evidence of Insurance and is in accordance with the terms of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policy Holder. The respective names of and proportions underwritten can be ascertained from the office of the Master Policy Holder.

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**Effective date: August 12, 2024: Additional Insured**

**Issued Date: August 20, 2024**

Adding Additional Insured

Mt. Diablo Unified School District

1936 Carlotta Dr.

Concord, CA, 94519

Premium: \$25.00 , IPT: \$1.25, Stamp Duty: \$0.00, Admin: \$0.00, Total: \$26.25

Effective date of this Endorsement: 27th June 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

60 Additional Professionals

2. In relation to the coverage provided under this endorsement, the following premium applies:

1. Premium	\$4,770.00
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All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

ALAMEDA UNIFIED SCHOOL DISTRICT  
2060 CHALLENGER DRIVE  
Alameda, CA, 94501

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

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**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Acalanes Union High School District  
1212 Pleasant Hill Road  
Lafayette, CA, 94549

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Antioch Unified School District  
510 G Street  
Antioch, CA, 94509

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Brentwood Union School District  
255 Guthrie Lane  
Brentwood, CA, 94513

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Byron Union School District  
14301 Bryon Highway  
Byron, CA, 94514

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Canyon Elementary School District  
PO Box 187 Pinehurst Road  
Canyon, CA, 94516

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):



**Additional Insureds**

Contra Costa County Office of Education  
77 Santa Barbara Road  
Pleasant Hill, CA, 94523

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

John Swett Unified School District  
400 Parker Avenue  
Rodeo, CA, 94572

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Knightsen Elementary School District  
1923 Delta Road  
Knightsen, CA, 94548

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Lafayette School District  
3477 School St.  
Lafayette, CA, 94549

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Liberty Union High School District  
20 Oak Street  
Brentwood, CA, 94513

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Martinez Unified School District  
921 Susana Street  
Martinez, CA, 94553

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

#### **Additional Insureds**

Moraga School District  
1540 School Street  
Moraga, CA, 94556

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Oakley Union Elementary School District  
91 Mercedes Lane  
Oakley, CA, 94561

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Orinda Union School District  
8 Altarinda Road  
Orinda, CA, 94563

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Pittsburg Unified School District  
2000 Railroad Avenue  
Pittsburg, CA, 94565

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**



Walnut Creek School District  
960 Ygnacio Valley Road  
Walnut Creek, CA, 94596

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

#### **Additional Insureds**

Contra Costa SELPA  
2520 Stanwell Drive Suite 270  
Concord, CA, 94520

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: June 10, 2024**

**This Endorsement is attached to and forms a part of Coverage Reference: 23399**

**Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

Castro Valley Unified School District  
4400 Alma Ave  
Castro Valley, CA, 94546

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: June 10, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. **PERSONS INSURED** and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**

San Ramon Unified School District  
699 Old Orchard Dr.  
Danville, CA, 94526

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

Effective date of this Endorsement: August 12, 2024

This Endorsement is attached to and forms a part of Coverage Reference: 23399

Certain Underwriters at Lloyd's, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following entities or individuals are added to the Policy as an **Additional Insured** pursuant to Clause II. PERSONS INSURED and Clause V. **DEFINITIONS** (b).(2):

**Additional Insureds**  
Mt. Diablo Unified School District  
1936 Carlotta Dr.  
Concord, CA, 94519

2. In relation to the coverage provided under this endorsement, the following premium applies:

1. Premium	\$25.00
2. Taxes	\$1.25
3. Stamping Fee	\$0.00
Total Premium	\$26.25

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**THIS ENDORSEMENT APPLIES TO THE GENERAL LIABILITY SECTION ONLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance available to an additional insured under your policy, and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219

12 January 2015

## CYBER EXCLUSION ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Policy does not apply to any **Loss**, damage, liability, **Claim**, **Damages**, **Claims Expenses**, cost or expense directly or indirectly caused by, resulting from, or arising out of a **Cyber Act**, **Cyber Incident** or **Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**, **Cyber Incident** or **Data Breach**.
2. For the purposes of this endorsement the following definitions are added:
  - a. **Cyber Act** means any actual or alleged unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System** or **Data**.
  - b. **Cyber Incident** means:
    1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
    2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. any actual or alleged violation of any **Privacy Law** in relation to **Data**.
  - c. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
  - d. **Data Breach** means the actual or alleged theft, loss or unauthorised disclosure of **Data** that is in the care, custody or control of the **Insured** or a third party for whose theft, loss or unauthorised disclosure of **Data** the **Insured** is liable.
  - e. **Data** means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
  - f. **Privacy Law** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.

**Effective date of this Endorsement: June 27, 2024**

**This Endorsement is attached to and forms a part of Policy Number:23399**

**"Certain underwriters at Lloyds of London" Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**HIRED AUTO AND NON OWNED AUTO LIABILITY ENDORSEMENT WITH SUBLIMIT**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations, **INSURING AGREEMENTS INCLUDED** is amended to include the following:

**Insuring Agreement 1.A.7 Hired and Non Owned Auto Liability** **Included: YES**

2. Item 4.6 a. and b. of the Declarations, **LIMITS OF LIABILITY, Hire and Non Auto Liability Section** are amended as follows:-

a. Each **Claim** including **Claims Expenses** \$1,000,000

b. Aggregate including **Claims Expenses** \$1,000,000

One deductible amount, as shown in Item 5 of the Declarations shall apply to any one **Claim**.

3. In relation to the coverage provided under this endorsement, the premium is as per Item 7 of the Declarations

4. Clause I. **INSURING AGREEMENTS** A.2. is amended to include the following coverage:

a. **Bodily Injury** or **Property Damage** arising out of the maintenance or use of a **Hired Automobile** by an **Insured** in the course or scope of the **Named Insured's** business.

b. **Bodily Injury** or **Property Damage** arising out of the use of any **Non-Owned Automobile** by an **Insured** in the course or scope of the **Named Insured's** business.

5. Solely with respect to the coverage provided under this endorsement, **EXCLUSIONS** 2. (c) of Clause **IV**. is deleted in its entirety and replaced with the following:

(c) to any **Claim** for liability arising out of, or **Occurrence** involving, **Personal Injury** or **Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:

- (1) any Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**;  
or



- (2) any other Aircraft or Watercraft operated by any person in the course of their employment or volunteer duties for any **Insured**;
- 6. Solely with respect to the coverage provided under this endorsement, **EXCLUSIONS 2 (h)** of **Clause IV.** is deleted in its entirety.
- 7. **EXCLUSIONS 2.** and **3.** of **Clause IV.** are amended to include the following:

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** arising out of a negligent act, error or omission or an **Occurrence** involving **Bodily Injury** to:

- (1) an **Employee** of the **Insured** arising out of or in the course and scope of employment with the **Insured**;
- (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 other obligation to share **Damages** with or repay someone else who must pay **Damages** because of injury; provided however that this exclusion does not apply to:
  - (a) Liability assumed by the **Insured** under an **Insured Contract**; or
  - (b) Property in the care, custody or control of the **Insured**.

- 8. Solely with respect to the coverage provided under this endorsement, **Clause II. PERSONS INSURED** is deleted in its entirety and replaced with the following:

Each of the following is an **Insured** under this insurance to the extent as set forth below:

- a. The **Named Insured** designated in Item 1. of the Declarations;
- b. Any other person using a **Hired Automobile** with the **Named Insured's** permission solely when such **Hired Automobile** is being used for the **Insured's** business purposes.
- c. With respect to a **Non-Owned Automobile**, any partner, executive officer, **Employee** or volunteer of the **Insured** solely when such **Non-Owned Automobile** is being used for the **Insured's** business purposes.
- d. Any other person or organization, but only with respect to their liability because of any acts or omission of an **Insured** under a., b., or c. above.

This Policy shall not apply to:

- a. Any person engaged in the business of his or her employer with respect to **Bodily Injury** to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any **Automobile** owned by such partner, or officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in duties in connection with an **Automobile Business**, other than an **Automobile Business** the **Named Insured** operates;
  - d. The owner or lessee (of whom you are a sublessee) of a **Hired Automobile** or the owner of a **Non Owned Automobile** or any agent or **Employee** of any such owner or lessee;
  - e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations or covered as an **Insured**.
9. Clause V. **DEFINITIONS** is amended by the addition of the following:
- “Automobile Business”** means the business or occupation of selling, repairing, servicing, storing or parking **Automobiles**.
- “Hired Automobile”** means any **Automobile** the **Insured** leases, hires or borrows. This does not include any **Automobile** the **Insured** leases, hires or borrows from any other **Insureds**, **Employees**, volunteers or members of their households, or from any partner or executive officer of the **Named Insured**.
- “Insured Contract”** means that part of any contract or agreement entered into, as part of the **Named Insured’s** business, pertaining to the rental or lease, by the **Insured** or any of the **Insured’s Employees**, of any **Automobile**. However, such contract or agreement shall not be considered an **Insured Contract** to the extent that it obligates the **Insured** or any of the **Insured’s Employees** to pay for **Property Damage** to any **Automobile** rented or leased by the **Insured** or any of the **Insured’s Employees**.
- “Non-Owned Automobile”** means any **Automobile** the **Named Insured** does not own, lease, hire or borrow which is used in connection with **Named Insured’s** business. However, if the **Named Insured** is a partnership a **Non-Owned Automobile** does not include any **Automobile** owned by any partner.
10. The coverage provided under this endorsement shall only apply in excess of any other valid and collectible insurance available to the **Insureds** identified in paragraph 8. above, including any self insured retention or deductible portion thereof.

All other terms and conditions of this Policy remain unchanged.



\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement:27th June 2024**

**This Endorsement is attached to and forms a part of Policy Number:23399**

**"Certain underwriters at Lloyds of London" Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**ABSOLUTE OPIOID EXCLUSION**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **IV. EXCLUSIONS**, 3. **Exclusions applicable to all insuring agreements** is amended by the addition of the following:
  - (av) for, arising out of, or resulting from any **Claim**, proceeding, investigation, legal action, order or regulation made by or on behalf of any federal, state, local, provincial, or foreign governmental, regulatory or administrative agency or entity, regardless of the name in which such action or proceeding is brought, based on, arising from or in any way attributable to **Opioids**, including but not limited to any governmental coordinated actions;
  - (aw) for, arising out of, or resulting from any **Health Benefit Payor Claims** arising from or in any way attributable to **Opioids**;
  - (ax) for, arising out of, or resulting from any **Class Action, Multi-Plaintiff, Multidistrict Litigation (MDL)**, or state or provincial coordinated action arising from or in any way attributable to **Opioids**;
  - (ay) for, arising out of, or resulting from any **Claim** arising out of or resulting from the actual or alleged emergence, contraction, aggravation or exacerbation of any form of addiction, abuse or other health condition caused by the **Manufacturing**, handling, distribution, promotion, marketing, advertising, labeling or lack of labeling, failure to warn, sale, compounding, prescribing, application, ingestion, consumption, testing, exposure to or any use of any **Opioids**.
  
2. For the purposes of this endorsement, Clause **V. DEFINITIONS** is amended by the addition of the following:
  - (u) **Class Action** means any claim or proceedings:
    - (1) certified as a class action or purporting to be a class action;
    - (2) by or on behalf of five or more persons, whether or not such persons are represented by one or more legal counsel;
    - (3) by or on behalf of one to four persons, if any of such persons is making a pattern or practice of, or systemic wrongful act allegation(s) and is seeking monetary relief on behalf of a class or group of complainants in order to resolve such proceeding, whether or not such persons are represented by one or more legal counsel; or

- (4) by any government attorney, government entity, department or agency making a pattern or practice of systemic wrongful allegations or seeking monetary relief on behalf of a class or group of complainants in order to resolve such proceeding.
- (v) **Health Benefit Payor Claims** means any claims or proceedings brought or maintained by an entity that pays or is obligated to pay any bills or costs or charges premiums associated with an individual's health, including but not limited to:
- (1) an insurance company that provides health insurance;
  - (2) a health maintenance organization;
  - (3) a health care service contractor;
  - (4) a legal entity that is self-insured and provides benefits for health care services to its employees or others;
  - (5) a legal entity that is responsible for handling claims for health care services under a state or federal medical assistance program;
  - (6) a federal, state, local, provincial or foreign government or quasi-governmental entity that makes payments for health care services;
  - (7) an insurer authorized to transact workers' compensation or casualty insurance in any state;
  - (8) an employer authorized to self-insure its workers' compensation risk; or
  - (9) a charity care program.
- (w) **Manufacturing** means:
- (1) design, development, manufacturing, compounding, selling, promoting (including off-label promoting), marketing, and value-added reselling of products and including materials, parts and equipment provided by the **Insured** in connection with the **Insured's** products;
  - (2) the **Insured's** advice, consultancy, design, plan, specification, formula, labeling, packing, packaging, express and implied warranties, instructions for use, warnings or similar but only insofar as provided in connection with or incorporated in any product supplied by or on behalf of the **Insured**;
  - (3) installation of the **Insured's** products by the **Insured**;
  - (4) training by the **Insured** in the use of, support of, servicing of, maintenance of, and repair of the **Insured's** products for others;
- (x) **Multidistrict Litigation (MDL)** means the procedure that permits civil lawsuits pending in different federal district courts, with at least one common question of fact, to be transferred and consolidated for pretrial proceedings before one judge.
- (y) **Multi-Plaintiff** means a complaint brought by or on behalf of two or more plaintiffs, arising out of the same transaction or occurrence with a common question of law or fact.
- (z) **Opioid** means a natural chemical prepared from the latex taken from the Papaver somniferum plant (opium poppy), a semi-synthetic chemical synthesized from natural

occurring opium products or synthetic chemical made in a lab to emulate the former that interacts with opioid receptors on nerve cells in the body and brain, and reduce the intensity of pain signals and feelings of pain. **Opioid** includes, but is not limited to heroin, synthetic opioids or opiates such as tramadol, fentanyl and methadone and pain medications available legally by prescription such as oxycodone, hydrocodone, codeine and morphine.

3. For the purposes of this endorsement only, Clause **V. DEFINITIONS**, (f).**Claim** is amended by the addition of the following at the end thereof:

**Claim** does not include **Class Action, Health Benefit Payor Claims, Multi-Plaintiff, Multidistrict Litigation**, or state or provincial coordinated action.

All other terms and conditions of this Policy remain unchanged.

A handwritten signature in black ink, appearing to be 'M. J. K.', is written above a horizontal line.

Authorized Representative

## PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**NOTICE:** This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period** or **Extended Reporting Period**, if applicable. **Claims Expenses** are within and reduce the Limit of Liability under this Policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

This Policy only affords coverage under those insuring agreements below that are indicated as purchased in Item 3. of the Declarations. Under no circumstances shall any one **Claim** trigger multiple insuring agreements.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 1. of the Declarations, made a part hereof) as follows:

### I. INSURING AGREEMENTS

#### A. Coverage

##### 1. Professional Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period**, or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others, on behalf of the **Named Insured** designated in Item 1. of the Declarations, which occurred on or after the Retroactive Date stated in Item 8. of the Declarations and prior to the end of the **Policy Period**.

##### 2. General Liability and Advertising Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay or assumed by the **Insured** under contract because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Personal Injury**, **Property Damage** or **Advertising Liability** caused by an **Accident** which occurred on or after the Retroactive Date stated in Item 8. of the Declarations and prior to the end of the **Policy Period**.

3. Fire Legal Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay or assumed by the **Insured** under contract because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** or **Extended Reporting Period** (if applicable), and reported in writing to the Underwriters during the **Policy Period** or or any applicable **Extended Reporting Period** for **Property Damage** to the premises, while rented to the **Named Insured**, or temporarily occupied by the **Named Insured** with permission of the owner, arising out of any one fire which occurred on or after the Retroactive Date stated in Item 8. of the Declarations and prior to the end of the **Policy Period**.

This coverage is subject to the sublimit of liability as described in Section VI.B (General Liability Section) and stated in Item 4.2.a.i of the Declarations. Under no circumstances will this coverage be extended to cover First Party **Property Damage** or **Property Damage** to personal property.

**B. Defense and Settlement**

1. The Underwriters shall have the right and duty to defend the **Insured**, subject to the Limit of Liability, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.
5. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
6. The Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability

in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

### C. Supplementary Payments

#### 1. Defendant's Reimbursement and Deposition Coverage

Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any suit against an **Insured** that Underwriters defend:

- a. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at mediation meetings, arbitration proceedings, hearings and trials. The maximum the Underwriters will pay is \$1,000 per day for all **Insureds** and up to a total of \$35,000 during any one **Policy Period**.
- b. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at a deposition. The maximum the Underwriters will pay is \$10,000 for each Deposition and up to a total of \$35,000 during any one **Policy Period**.

#### 2. State Licensing defense board coverage

Underwriters will pay up to \$5,000, subject to a \$35,000 aggregate limit during any one **Policy Period**, for fees, costs and expenses associated with each investigation or proceedings brought by a state licensing board or other regulatory body in relation to the **Insured's Professional Services** license.

However, Underwriters will not pay any expenses or fees arising out of or resulting from criminal proceedings.

These supplementary payments will not reduce the limits of liability.

## II. PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below:

- A. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business;
- B. if the **Named Insured** designated in Item 1. of the Declarations is a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his or her liability as such;
- C. if the **Named Insured** designated in Item 1. of the Declarations is other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder;



- D. any person who previously qualified as an **Insured** under (A), (B) or (C) above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to:
  - 1. **Professional Services** performed on behalf of the **Named Insured** designated in Item 1. of the Declarations, or
  - 2. an **Accident** arising solely out of the **Named Insured's** operationsoccurring prior to the termination of the required relationship with the **Named Insured**;
- E. the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
- F. an **Additional Insured**, but only as respects the vicarious liability of such individual or entity for **Bodily Injury** caused by negligent acts, errors or omissions of the **Named Insured** otherwise covered under this policy.

This Policy shall not apply to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

Persons Insured does not include any individual who acts as or any legal entity that employs a physician, surgeon, podiatrist, nurse, anaesthetist, chiropractor, acupuncturist or physical therapist, unless it has been previously agreed by underwriters and such person is specifically listed in the Certificate of Insurance and/or the Declarations, and solely with respect to **Professional Services** as defined in Section V – Definitions.

### III. TERRITORY

This insurance applies to any **Claims** made and negligent acts, errors, omissions or **Accidents** which take place anywhere in the world.

### IV. EXCLUSIONS

#### 1. Exclusions applicable to Insuring Agreement I.A.1, Professional Liability

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- (a) to any **Claim** arising out of **Personal Injury, Property Damage** or **Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- (b) to any **Claim** arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the

foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;

- (c) to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- (d) to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- (e) to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or **Employee** of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;
- (f) to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- (g) to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- (h) to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- (i) to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, if the **Insured** did not hold a valid license or certificate at the time of the performance of the **Professional Services**, except as provided for in Section XXV., Licensure.
- (j) to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to **Professional Athletes**.

## 2. Exclusions applicable to Insuring Agreement I.A.2, General Liability and Advertising Liability and Insuring Agreement I.A.3, Fire Legal Liability.

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- (a) to any **Claim** arising out of the rendering of or failure to render **Professional Services** by any **Insured** or by any person or organization for whose acts or omissions the **Named Insured** is legally responsible;
- (b) to any **Claim** arising out of **Personal Injury** or **Property Damage** resulting from the use of force expected or intended from the standpoint of the **Insured**;
- (c) to any **Claim** for liability arising out of **Personal Injury** or **Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:

- (1) any **Automobile**, Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**; or
  - (2) any other **Automobile**, Aircraft or Watercraft operated by any person in the course of his or her employment or volunteer duties for any **Insured**;
- (d) to any **Claim** arising out of **Personal Injury** or **Property Damage** arising out of:
- (1) the ownership, maintenance, operation, use, loading or unloading of any **Mobile Equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for such contest or activity; or
  - (2) the operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith;
- (e) to any **Claim** for **Personal Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by any **Automobile** owned or operated by or rented or loaned to any **Insured**;
- (f) to any **Claim** arising out of **Personal Injury**, **Property Damage** or **Advertising Liability** for which the **Insured** or his or her indemnitee may be held liable:
- (1) as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages; or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
  - (3) causing or contributing to the intoxication of any person.
- (g) to any **Claim** arising out of **Personal Injury** to:
- (1) any **Employee** or volunteer of the **Named Insured** arising out of and in the course of his employment or retention by the **Named Insured**; or
  - (2) the spouse, child, parent, brother or sister of the **Employee** as a consequence of above. This exclusion applies:
    - (i) whether the **Insured** may be liable as an employer or in any other capacity; and
    - (ii) to any obligation to share **Damages** with or repay someone else who must pay **Damages** arising out of such liability;
- (h) to any **Claim** arising out of **Property Damage** to:

- (1) property owned, rented or temporarily occupied by the **Insured** with permission of the owner, including fixtures permanently attached thereto, any costs or expenses incurred by the **Insured**, or any other person, organization, 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;
- (2) premises given away, sold or abandoned by the **Insured**;
- (3) property loaned to the **Insured**;
- (4) personal property in the care, custody and control of the **Insured**;
- (5) that particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on behalf of the **Insured** or temporarily occupied by the **Insured** as to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner if such **Property Damage** arises out of those operations;
- (6) that particular part of any property that must be restored, repaired or replaced because the **Insured's** work was incorrectly performed on it.

Paragraph (1) of this exclusion does not apply to **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, if such **Property Damage** arises out of fire covered under Insuring Agreement I.A.3., (Fire Legal Liability) and subject to the sublimits of liability as described in Section VI.B. (General Liability Section) of this Policy and stated in Item 4.2.a.i of the Declarations.

Paragraph (2) of this exclusion does not apply if the premises are the **Insured's** work and were never occupied, rented or held for rental by the **Insured**.

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

- (i) to any **Claim** arising out of **Property Damage** to premises owned or alienated by the **Named Insured** arising out of such premises or any part thereof;
- (j) to any **Claim** arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - (1) a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
  - (2) the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;

but this Exclusion does not apply to loss of use of the other tangible property resulting from the sudden and accidental injury to or destruction of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured**

after such products or work have been put to use by any person or organization other than the **Insured**;

- (k) to any **Claim** arising out of **Property Damage** to the **Named Insured's Products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product;
- (l) to any **Claim** arising out of **Property Damage** to work performed by or on behalf of the **Named Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (m) to any **Claim** arising out of the withdrawal, recall, inspection, repair, replacement or loss of use of the **Named Insured's Products** or work completed by or for the **Named Insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (n) to any **Claim** relating to **Advertising Liability** arising out of:
  - (1) failure of performance of contract; provided, however, that this Exclusion shall not apply to the unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (2) infringement of patent, trademark, service mark, and trade name, other than titles or slogans by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
  - (3) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

### **3. Exclusions applicable to all Insuring Agreements.**

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- (a) to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or **Employee**;
- (b) to any **Claim** arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- (c) to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this Policy;
- (d) to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception of this Policy and not disclosed to the Underwriters at inception;

- (e) to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission or **Accident** which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 7. of the Declarations;
- (f) to any **Claim** arising out of discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- (g) to any **Claim** directly or indirectly arising out of:
  - (1) the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, provided that this Exclusion shall not apply to: (i) **Personal Injury** sustained by any patient, visitor or invitee; and (ii) **Personal Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**;
  - (2) the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
  - (3) any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;
- (h) to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;
- (i) to any **Claim** arising out of or resulting from:
  - (1) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
  - (2) the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

However, this exclusion does not apply to:

1. Any specific individual **Insured** who allegedly committed such misconduct, unless it is judicially determined that the individual **Insured** committed the misconduct. If it is judicially determined that the individual **Insured** committed

the misconduct, the Underwriters will not pay **Damages** or **Claims Expenses**.

2. The **Named Insured**, unless the **Named Insured**:

- i. knew or should have known about the misconduct allegedly committed by the individual **Insured**; or
- ii. knew or should have known that the individual **Insured** who allegedly committed the misconduct had a prior history of sexual or physical misconduct.

Underwriters will defend **Claims** alleging such misconduct until final adjudication. If there is a final adjudication against any individual **Insured** or the **Named Insured**, or admission by any individual **Insured** or the **Named Insured** establishing such conduct, the **Named Insured** and/or individual **Insured** shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claims** and Underwriters shall have no further liability for **Claims Expenses**.

Coverage provided above does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** arising out of any misconduct suffered by any employee of the **Named Insured** or volunteer workers.

- (j) to any **Claim** for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
- (k) to any **Claim** arising out of **Personal Injury** to any **Employee** or volunteer worker of the **Insured** arising out of and in the course of his employment by the **Insured**, or under any obligation for which the **Insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
- (l) to any **Claim** based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- (m) to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- (n) to any **Claim** arising from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- (o) to any **Claim** caused directly or indirectly, in whole or in part, by:
  - (1) any fungus(es) or spore(s);

- (2) any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s);
- (3) any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);
- (4) any materials, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);
- (5) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungus(es), molds, spore(s) or mycotoxins of any kind;
- (6) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungus(es), molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungus(es), molds, spore(s) or mycotoxins; or
- (7) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungus(es), molds, spores or mycotoxins of any kind.

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

“Fungus(es)” includes, but is not limited to, any form of mold, mushroom or mildew.

“Spore(s)” mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- (p) to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder;
- (q) to any **Claim** based upon or arising out of any **Insured’s** data processing, including:



- (1) conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
- (2) processing of data by the **Insured** on the **Insured's** electronic data processing system;
- (3) design or formulation of an electronic data processing program or system;
- (4) any liability arising from:
  - (i) the failure of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the manner expected or intended;
  - (ii) the transmission or receipt of any virus, program or code that causes loss or damages to any computer system and /or prevents or impairs its proper function or performance;
  - (iii) unauthorized access to any computer system;
  - (iv) the functioning, non-functioning, improperly functioning, availability or unavailability of:
    - (a) the internet or similar facility; or
    - (b) any intranet or private network or similar facility; or
    - (c) any website, bulletin board, chat room, search engine, portal or similar third party application service;
  - (v) the alteration, corruption, destruction, distortion, erasure, theft or other loss of or damage to data, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set;
  - (vi) any loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of any insured to conduct business;
  - (vii) any alteration, breach, corruption, destruction, or failure of any computer, network systems or firewalls;
  - (viii) theft, loss, or unauthorized disclosure or access to personally identifiable information including non-public personal information, medical or healthcare information (including protected health information) in the care, custody or control of the **Insured** or a third party for whose such unauthorized disclosure or access the **Insured** is legally liable, or violation of a privacy law protecting such

information, including any consequential liability (including any failure to comply with any legislation requiring monitoring or notification to any person affected by any of the above, or in respect of any related regulatory proceeding or investigation); or

- (ix) theft, loss, or unauthorized disclosure or access to information emanating from a third party that the **Insured** is required by agreement to maintain confidential;
- (r) to any **Claim** for **Personal Injury, Property Damage** or **Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- (s) to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- (t) to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with any drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- (u) to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- (v) to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future **Employees**, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, **Accident**, or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events, **Accidents** or negligent acts, errors or omissions happening before the date such entity became a subsidiary;
- (w) to any **Claim** arising directly out of, or resulting from or in consequence of, or in any way involving:
  - (1) asbestos or any materials containing asbestos in whatever form or quantity;
  - (2) the actual, potential, alleged or threatened presence, release or dispersal of any asbestos;
  - (3) any action taken by any party in response to the actual, potential or threatened presence, release or dispersal of any asbestos particles of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such materials containing asbestos;
  - (4) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened presence, release or dispersal of any asbestos containing particles of any kind;

- (5) any product, substance or waste which contains lead;
- (6) inhaling, ingesting or physical exposure to silica directly or through any goods, products, structures, real estate or land containing silica;
- (7) the use or presence of silica in any process or operation of any type, including but not limited to construction, manufacturing, sandblasting, cleaning, drilling, farming or mining;
- (8) the use or presence of silica in any goods, products, structures, real estate or land, or any component part of any good, product, structures, real estate or land containing silica;
- (9) the manufacture, sale, transportation, handling, storage, or disposal of silica or any goods, products, structures, real estate or land containing silica;
- (10) disease actually or allegedly caused by, contributed to or aggravated by silica, including but not limited to silicosis, chronic silicosis, accelerated silicosis, acute silicosis, conglomerate silicosis, any auto-immune disorder, tuberculosis, silicoproteinosis; cancer, scleroderma, emphysema, pneumoconiosis, pulmonary fibrosis, progressive massive fibrosis, any lung disease or any other ailment actually or allegedly caused by, contributed to or aggravated by silica;
- (11) any costs of medical or other testing, monitoring or diagnosis arising from or related to any actual, alleged, threatened or feared disease or injury, including any emotional or mental distress, arising in whole or in part, directly or indirectly, out of silica; or
- (12) any cost of investigations, feasibility studies, cleaning, removal or remediation of the actual or alleged presence of silica in or on any goods, products, structures, real estate or land;

For the purposes of this Exclusion, "silica" means any silica in the form of and any of its derivatives, including but not limited to silica dust, silicon dioxide (SiO<sub>2</sub>), crystalline silica, quartz, or non-crystalline (amorphous silica);

- (x) to any **Claim** associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;
- (y) to any **Claim** based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint of trade, unfair competition, or price fixing law, unfair or deceptive trade practices, or consumer protection any rules or regulations promulgated thereunder; to the extent a **Claim** alleges both professional negligence and any of the above excluded enumerated offenses, Underwriters and the **Insured** will use their best efforts to reach a fair allocation between covered and uncovered **Damages**;
- (z) to any **Claim** based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of

insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;

- (aa) to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (ab) to any **Claim** arising out of or relating to any loss, damage, or cost or expense of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this Exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action, suit or other proceedings where the Underwriters allege that by reason of this Exclusion, a loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

- (ac) to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
- (ad) to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
- (ae) to any **Claim** arising out of or resulting from any action or omission that violates or is alleged to violate:
  - (1) the Telephone Consumer Protection Act (TCPA);
  - (2) the CAN-SPAM Act of 2003;
  - (3) the Fair Credit Reporting Act; or
  - (4) any statute, ordinance or regulation, other than TCPA, CAN-SPAM Act of 2003 or the Fair Credit Reporting Act, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;
- (af) to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services**.

- (ag) to any **Claim** arising out of the failure of any **Insured** to diagnose or treat any condition, disease or injury or to refer a client to any healthcare provider for treatment of any condition, disease or injury.
- (ah) to any **Claim** arising out of medical professional malpractice including but not limited to the rendering or failing to render medical professional services, treatment or advice.
- (ai) to any **Claim** arising out of the performance of any procedure involving the cutting or penetration of human tissue.
- (aj) to any **Claim** arising out of a procedure performed by any **Insured** that is outside the legal scope of practice in the State(s) stated in the Evidence of Insurance and/or Declarations.
- (ak) to any **Claim** arising out of the participation on a peer review committee, including, but not limited to, peer review committees of a hospital, trade association, or standards review organization.
- (al) to any **Claim** arising out of any liability of the **Named Insured** as a proprietor, medical director, superintendent, administrator, or executive officer of any hospital, sanitarium, surgicenter, clinic with bed and board facilities, skilled nursing facility, convalescent hospital, laboratory or any other similar business enterprise.
- (am) to any **Claim** arising out of or resulting from or in relation to any person who has ever been a research subject of the **Named Insured** or who was ever solicited to be a research subject of the **Named Insured**.
- (an) to any **Claim** arising out of any acts, error or omissions by any **Insured** while employed by the United States Government or any other governmental or public entity.
- (ao) to any **Claim** arising out of a counter-claim by a person who was sued for fees. Collection suits triggering this exclusion include, but are not limited to, those collections suits filed by a collection agency. Any **Claim** made subsequent to a collection suit shall be presumed to be in response to the collection suit and to be in the nature of a counter-claim and, therefore, shall be within this exclusion.
- (ap) to any **Claim** against any **Insured** that involves, among others, any health care practitioner with whom any **Insured** currently or in the future 1) is in partnership, 2) has an employment relationship, 3) has an independent contractor relationship or 4) shares office space
- (aq) to any **Claim** arising from a service rendered, or which should have been rendered and was not, while any **Insured** or its employee or agent is under the influence of intoxicants, narcotics or drugs;
- (ar) to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale,

distribution, use, administration, prescription, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;

- (as) to any **Claim** arising out of or resulting from an electronic chatroom or bulletin board any **Insured** hosts, owns or which the **Insured** exercises control;
- (at) to any **Claim** arising out of or resulting from any oral or written publication of material, if done by or at the direction of the Insured with the knowledge of its falsity;
- (au) to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright; unless specifically covered under Insuring Agreement I.A.2 (Advertising Liability).

## V. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- (a) **“Accident”** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities, and which results in **Personal Injury, Property Damage or Advertising Liability** to such persons or entities.
- (b) **“Additional Insured”** means:
  - (1) any natural person or entity that the **Named Insured** has expressly agreed in writing to add as an **Additional Insured** under this policy in the Certificate of Insurance provided by Underwriters prior to the commission of any act for which such person or entity would be provided coverage for under this Policy, but only to the extent the **Named Insured** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Named Insured**; and
  - (2) any other person or entity added as an **Additional Insured** by endorsement to this Policy.
- (c) **“Advertising Liability”** means injury arising out of one or more of the following, committed in the course of the **Insured’s** advertising activities:
  - (1) libel, slander or defamation;
  - (2) infringement of copyright, title slogan, trade dress, or advertising idea;
  - (3) piracy or idea misappropriation under an implied contract; or
  - (4) invasion of right of privacy, subject always to Exclusion IV.3.q.

- (d) **“Automobile”** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**, as hereinafter defined.
- (e) **“Bodily Injury”** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.
- (f) **“Claim”** means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.
- (g) **“Claims Expenses”** means:
  - (1) reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters’ final decision; and
  - (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

**Claims Expenses** does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.
- (h) **“Damages”** means a civil monetary judgment, award or settlement and does not include:
  - (1) the restitution of compensation and expenses paid to the **Insured** for services and goods; and
  - (2) judgments or awards deemed uninsurable by law.
- (i) **“Employee”** means a person on the **Insured**’s regular payroll, with federal and, if applicable, state taxes withheld, whose work is directed or controlled by the **Insured**, including part-time and seasonal **Employees** and leased workers. **Employee** does not include a temporary worker.
- (j) **“Extended Reporting Period”**, if applicable, means the period of time after the end of the **Policy Period** for reporting **Claims**, arising out of negligent acts, errors or omissions or **Accidents** which take place prior to the end of the **Policy Period** but subsequent to the Retroactive Date identified in Item 8. of the Declarations.
- (k) **“Hostile Fire”** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

- (l) **“Mobile Equipment”** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:
- (1) not subject to motor vehicle registration;
  - (2) maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining;
  - (3) designed for use principally off public roads; or
  - (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle:
    - (i) power cranes, shovels, loaders, diggers and drills;
    - (ii) concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and on the road construction or repair equipment;
    - (iii) air-compressors, pumps and generators including spraying, welding and building cleaning equipment; or
    - (iv) geophysical exploration and well servicing equipment.
- (m) **“Named Insured”** means the individual practitioner or legal entity identified in Item 1 of the Declarations, which is a member of the Master Policyholder identified in the Declarations and that has purchased covered under this Master Policy.
- (n) **“Named Insured’s Products”** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name, including any container thereof (other than a vehicle) but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- (o) **“Personal Injury”** means:
- (1) **Bodily Injury**;
  - (2) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
  - (3) libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
  - (4) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- (p) **“Policy Period”** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in



Item 2. of the Declarations and specifically excludes any **Extended Reporting Period**.

- (q) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- (r) **"Professional Athlete"** means an individual or group(s) of individuals who have been paid \$25,000 or more per year in the past 36 months, or is likely to be paid \$25,000 or more in the future, from a professional sports organization, club or team for the performance of athletic activities.
- (s) **"Professional Services"** means those professional services specifically identified in Item 14. of the Declarations.
- (t) **"Property Damage"** means:
  - (1) physical injury to or destruction of tangible property, including consequential loss of use thereof; or
  - (2) loss of use of tangible property which has not been physically injured or destroyed.

## VI. LIMIT OF LIABILITY

### A. Professional Liability Section

1. The Limit of Liability stated in Item 4.1.a. of the Declarations as "Each **Claim**" is the Underwriters' Limit of Liability payable under Insuring Agreement I.A.1, (Professional Liability).
2. The sublimit of liability stated in Item 4.1.a.i of the Declarations as "Each **Claim**" is the Underwriters' sublimit of liability payable for Sexual/Physical Misconduct coverage under Insuring Agreement I.A.1, (Professional Liability).
3. The Limit of Liability stated in Item 4.1.b of the Declarations is the aggregate Limit of Liability payable under Insuring Agreement I.A.1, (Professional Liability).
4. The sublimit of liability stated in Item 4.1.b.i of the Declarations is the aggregate sublimit of liability payable for Sexual/Physical Misconduct coverage under Insuring Agreement I.A.1, (Professional Liability).

### B. General Liability Section

1. The Limit of Liability stated in Item 4.2.a. of the Declarations as "Each **Claim**" is the Underwriters' Limit of Liability payable under Insuring Agreement I.A.2., (General Liability and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability).

2. The sublimit of liability stated in Item 4.2.a.i. of the Declarations as “Each **Claim**” is the Underwriters’ sublimit of liability payable under Insuring Agreement I.A.3., (Fire Legal Liability).
3. The Limit of Liability stated in Item 4.3.b. of the Declarations is the aggregate Limit of Liability payable under Insuring Agreement I.A.2., (General and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability),

**C. Policy Aggregate Limit of Liability**

The Limit of Liability stated in Item 4.3. of the Declarations is the Policy Aggregate Limit of the Underwriters’ liability for all **Damages** and **Claims Expenses** payable under this Policy.

- D. Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- E. The Limits of Liability stated in paragraphs A and B above shall apply separately to each Section. The Limits of Liability stated in paragraphs A and B above are part of, and not in addition to, the overall Policy Aggregate Limit of Liability stated in Item 4.3. of the Declarations. Under no circumstances shall any one **Claim** trigger multiple sections.
- F. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters’ Limit of Liability for the **Policy Period**.

**VII. INNOCENT INSURED**

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion IV 1. (b) or Exclusion IV 2. (b) relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of Section VII. shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

## VIII. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance, the **Named Insured** designated in Item 1. of the Declarations shall have the right to an **Extended Reporting Period** identified in Item 6. of the Declarations for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 6. of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability.
- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8.2 of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

## IX. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

## X. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall forward as soon as practicable to the Underwriters through persons named in Item 10. of the Declarations written notice of such **Claim** and forward every demand, notice, summons or other process received by the **Insured** or its representative. In no event shall the Underwriters be given notice of a **Claim** later than the end of the **Policy Period** or the end of the purchased **Extended Reporting Period**. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.

- B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission or an **Accident** that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 9. of the Declarations during the **Policy Period** of:
- (1) the specific, negligent act, error, or omission, or **Accident**;
  - (2) the injury or damage which may result or has resulted from the negligent act, error, or omission or **Accident**; and
  - (3) the circumstances by which the **Insured** first became aware of the negligent act, error or omission or **Accident**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 10. of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission or arising out of the same, continuous or related **Accident** shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to one Limit of Liability identified in Items 4.1.a) or 4.2.a), as applicable, of the Declarations.
- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission or **Accident** occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.
- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

## XI. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an **Employee** of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions or **Accidents** with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into

any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

## **XII. ACTION AGAINST THE UNDERWRITERS**

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

## **XIII. BANKRUPTCY**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

## **XIV. SUBROGATION**

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages** by the Underwriters to prejudice such rights.

## **XV. CHANGES**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

## **XVI. MERGERS AND ACQUISITIONS**

- A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and
- (1) the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
  - (2) the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
  - (3) the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions or **Accidents** that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

## **XVII. ASSIGNMENT**

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

## **XVIII. CANCELLATION**

### **1. For the Master Policyholder**

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Master Policyholder at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Master Policyholder at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Master Policyholder or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Master Policyholder may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity

named in Item 9.1 of the Declarations, written notice stating when the cancellation shall be effective.

In such event, we will retain the premium at short rate or 25% of the premium whichever is greater.

## 2. For the Named Insured

- A. This Policy may be cancelled by the **Named Insured**, by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item of the Declarations, written notice stating when the cancellation shall be effective.
- B. This Policy may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.
- C. If the **Named Insured** cancels this Policy, the earned premium shall be computed in accordance with the attached short rate table and procedure.
- D. If the Underwriters cancel this Policy prior to any **Claim** being reported under this Policy, earned premium shall be computed pro rata.
- E. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to the Underwriters under this Policy on or before the date of cancellation.
- F. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

## XIX. SINGULAR FORM OF A WORD

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

## XX. ENTIRE CONTRACT

By acceptance of this Policy, the **Insured** agrees that the statements in the Declarations and application are his or her agreements and representations, that this insurance is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Underwriters relating to this insurance.

## XXI. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To injury sickness, disease, death or destruction
  - (1) with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to **Bodily Injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
  - (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this Section: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and



"by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof, "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means

- (1) any nuclear reactor;
- (2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Section is subject to the terms, exclusions, conditions and limitations of the insurance to which it is attached.

## **XXII. SERVICE OF SUIT**

- A. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this insurance, the Underwriters hereon, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by the Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of the Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state of the United States, all of which rights the Underwriters expressly reserve. It is further agreed that service of process in such suit may be made upon the designated entity in Item 11. of the Declarations, and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court in the event of an appeal.

- B. The Entity designated in Item 12. of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as his or her true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Entity, designated in Item 12. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

### **XXIII. CHOICE OF LAW**

Any dispute involving this Policy shall be resolved by applying the law of the state designated in Item 13. the Declarations.

### **XXIV. SEVERAL LIABILITY**

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of his or her individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

### **XXV. LICENSURE**

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to the Underwriters within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters option to invoke the provisions of Section XVIII. of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of **Professional Services** or an **Accident** which took place subsequent to the date the of withdrawal, revocation, denial, suspension or failure to renew.

**XXVI. SHORT RATE CANCELLATION TABLE**

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **Insured** the Earned Premium shall be computed as follows:

A. For insurances written for one (1) year:

Days Insurance in Force	Per cent. of Year Premium	Days Insurance in Force	Per cent. of Year Premium
1 - 73	30	206 - 209	66
74 - 76	31	210 - 214 (7 months)	67
77 - 80	32	215 - 218	68
81 - 83	33	219 - 223	69
84 - 87	34	224 - 228	70
88 - 91 (3 months)	35	229 - 232	71
92 - 94	36	233 - 237	72
95 - 98	37	238 - 241	73
99 - 102	38	242 - 246 (8 months)	74
103 - 105	39	247 - 250	75
106 - 109	40	251 - 255	76
110 - 113	41	256 - 260	77
114 - 116	42	261 - 264	78
117 - 120	43	265 - 269	79
121 - 124 (4 months)	44	270 - 273 (9 months)	80
125 - 127	45	274 - 278	81
128 - 131	46	279 - 282	82
132 - 135	47	283 - 287	83
136 - 138	48	288 - 291	84
139 - 142	49	292 - 296	85
143 - 146	50	297 - 301	86
147 - 149	51	302 - 305 (10 months)	87
150 - 153 (5 months)	52	306 - 310	88
154 - 156	53	311 - 314	89
157 - 160	54	315 - 319	90
161 - 164	55	320 - 323	91
165 - 167	56	324 - 328	92
168 - 171	57	329 - 332	93
172 - 175	58	333 - 337 (11 months)	94

176 - 178	.....	59	338 - 342	.....	95
179 - 182	(6 months) .....	60	343 - 346	.....	96
183 - 187	.....	61	347 - 351	.....	97
188 - 191	.....	62	352 - 355	.....	98
192 - 196	.....	63	356 - 360	.....	99
197 - 200	.....	64	361 - 365	(12 months) .....	100
201 - 205	.....	65			

B. For Insurances written for more or less than one (1) year:

1. If insurance has been in force for twelve (12) months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than twelve (12) months:
  - (a) Determine full annual premium as for an insurance written for a term of one (1) year.
  - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one (1) year the insurance has been in force to the length of time beyond one (1) year for which the insurance was originally written.
  - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, the Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any **Claim** or any circumstance that could reasonably be the basis for a **Claim** is reported to the Underwriters under this Policy on or before such date of cancellation.

Technology Insurance Company, Inc.

**Authorization Agreement for Direct Payments**

I (we) hereby authorize AmTrust North America, Inc. to initiate monthly deductions from my (our) account, identified below, for payment of premium on the insurance policy issued to me (us) by AmTrust North America, Inc.. I (we) authorize the financial institution named to accept and post entries to my (our) account.

I (we) understand that this authorization allows AmTrust North America, Inc. to adjust the monthly deductions to reflect any premium changes with the exception of the final premium audit. Any additional premiums resulting from the final premium audit will be invoiced directly to me (us).

I (we) understand that any refunds due on the policy listed below will be refunded by check and not through electronic transfer.

I (we) understand that if renewal policies are issued, that this authorization will extend to that policy term unless I (we) provide written notice to AmTrust North America, Inc. of a request to terminate this authorization.

I (we) understand that if payment is dishonored by the bank designated below from the account specified this agreement may be considered cancelled and the dishonored payment and all remaining payments may be required to be made by check or other negotiable instrument to ensure the continuance of my (our) coverage. All payments must be paid as invoiced.

Insurance Company Name: Technology Insurance Company, Inc.

Master Account Number: 30942488

\*If requesting the direct debit payment plan for the master account above, all policies assigned to that master account must be on direct debit.

**Bank Information**

Banking information must be received for payments to begin to withdraw automatically. If banking information is not received timely, the policies listed below could be cancelled for non-payment.

Policy Number	Name on Account	Type of Account	Bank Name	Bank Routing #	Bank Account #

This authorization will remain in effect until I (we) provide written notice to AmTrust North America, Inc. of its termination in such time and in such manner as to afford AmTrust North America, Inc. a reasonable opportunity to act on it.

Signature of Insured / Policy Holder \_\_\_\_\_ Date \_\_\_\_\_

Insured Email Address (for email notification of funds transfer)

**Please allow five (5) business days for processing of this authorization.**

**To ensure accuracy, please attach a sample check or deposit slip marked 'VOID'.**

**Please fax or mail this form to:**

**Secure Accounting Fax Only: 216 - 520 - 3178**

**E-mail – AmtrustAR@amtrustgroup.com**

**Mail to –**

**800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114**

**Attn: Accounts Receivable**

**Technology Insurance Company, Inc.**  
**Direct Debit**  
**Frequently Asked Questions**

What is direct debit?

*Direct debit is an automatic payment option for insureds that prefer not to write a check each month to make their insurance payments. Each month your monthly installment will be automatically withdrawn from the bank account you have designated.*

How do I add direct debit to my policy?

*Complete the Direct Debit Authorization Form with all of the information requested and attach a copy of a VOIDED check.*

*For fastest service, please return the form to our secure accounting fax number, 216-520-3178 or e-mail the form to AmtrustAR@amtrustgroup.com.*

*If you do not have a Direct Debit Authorization Form or require a replacement, please contact our Customer Service Department at 877-528-7878 to obtain the form.*

When will the installment payments be withdrawn from my account?

*The first payment will be directly debited as an electronic funds transfer on the effective date of the policy or the date that the policy is issued, whichever is later. All subsequent payments will be processed as an electronic funds transfer on the 10<sup>th</sup> day of each month. If this date falls on a date that is not a business day, the applicable date will be the following business day.*

Will I continue to receive an invoice?

*On the first of each month a reminder letter will be mailed in place of an invoice listing the amount of the direct debit for that month and the scheduled date of debit. This is not an invoice requesting payment.*

What if my bank information changes?

*Contact our Customer Service Department at 877-528-7878 to request a Direct Debit Authorization Form. You can make any necessary changes and resubmit the form to our secure accounting fax number 216-520-3178 or e-mail the form to AmtrustAR@amtrustgroup.com.*

*Please allow five (5) business days for processing of any changes.*

What if there are endorsements on my policy changing the policy cost?

*If your premium changes you will receive, from your agent, copies of any endorsements that are processed on your policy. These endorsements will show the change in the premium and the change in the installment schedule.*

*The new installment amount will be listed on the reminder letter that you will receive and that amount will be debited from your account.*

## **Direct Debit Frequently Asked Questions**

What if the funds are not available in my bank account on the due date?

*If the first attempt for payment fails due to insufficient funds, our bank will make another attempt the next business day. If the second attempt for electronic funds transfer payment fails due to insufficient funds we will notify you by mail. You will receive an invoice and payment will be required to be made by check or credit card on or before the due date shown to avoid cancellation of your coverage.*

How do I terminate the direct debit option?

*If you would like to terminate the direct debit option you must provide the insurance carrier written notification. You can contact our Customer Service Department at 877-528-7878 and request a Direct Debit Termination Form that must be completed and returned to us.*

*For fastest service, please return the form to our secure accounting fax number, 216-520-3178 or e-mail the form to [AmtrustAR@amtrustgroup.com](mailto:AmtrustAR@amtrustgroup.com).*

*Please allow five (5) business days for processing of the termination form from the date it is received. It is possible that due to the timing of the receipt of the Termination form that the next scheduled direct debit payment will be processed as originally scheduled. If you request termination between the 1<sup>st</sup> and the 9<sup>th</sup> calendar day of the month please contact our Customer Service Department to confirm whether the Termination form has been processed. To avoid potential fee charges by your bank, if the Termination form has not been processed by the 9<sup>th</sup> calendar day, please make sure that there are sufficient funds in the designated bank account for the amount of the scheduled payment as per the reminder notice you received.*

**TECHNOLOGY INSURANCE COMPANY, INC.**

[ 59 Maiden Lane, 43rd Floor  
New York, NY 10038 ]

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WORKERS' COMPENSATION  
*and*  
EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested.

[  ]	[  ]
[ Stephen Ungar, Secretary ]	[ Christopher H. Foy, President ]

To obtain information, please contact your agent or Technology Insurance Company, Inc. at **877-528-7878**. You may also write Technology Insurance Company, Inc. Consumer Relations at:

800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114

WC 99 00 00 B

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18476
Insurance Company	Technology Insurance Company, Inc.				



**POLICYHOLDER NOTICE****CALIFORNIA WORKERS' COMPENSATION  
INSURANCE RATING LAWS**

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

**California Workers' Compensation Insurance  
Notice of Nonrenewal**

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
  - (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
  - (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

**POLICYHOLDER NOTICE**

**CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

**POLICYHOLDER NOTICE**  
**YOUR RIGHT TO RATING AND DIVIDEND INFORMATION**

**I. Information Available to You**

**A. Information Available from Us – Technology Insurance Company, Inc.**

- (1) General questions regarding your policy should be directed to:

**Technology Insurance Company, Inc.**  
**800 Superior Ave. E., 21st Floor**  
**Cleveland, OH 44114**  
**(877) 528-7878**  
**www.amtrustfinancial.com**

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

**B. Information Available from the Workers' Compensation Insurance Rating Bureau of California**

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—7995* (USRP) and the *California Workers' Compensation Experience Rating Plan—7995* (ERP). WCIRB contact information is: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at [wcirb.com](http://wcirb.com).
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at [wcirb.com/ratesheet](http://wcirb.com/ratesheet). The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

**II. Dispute Process**

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

**A. Our Dispute Resolution Process.**

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to: **AmTrust North America, Inc., 1 Park Plaza, Suite 800, Irvine, CA 92614, or Telephone: (877) 528-7878 or by email at: [amtrustcomplaints@amtrustgroup.com](mailto:amtrustcomplaints@amtrustgroup.com)**

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your

request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: **WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email).**

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: **WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Complaints and Reconsideration. The WCIRB's contact information is 888.229.2472 (phone), 415.371.5204 (fax) and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email).**

- C. California Department of Insurance – Appeals to the Insurance Commissioner.** After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau  
California Department of Insurance  
1901 Harrison Street, 3rd Floor Mailroom  
Oakland, CA 94612  
415.538.4243

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

### III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415.778.7159 (phone), 415.371.5288 (fax) and [ombudsman@wcirb.com](mailto:ombudsman@wcirb.com) (email).
- B. California Department of Insurance – Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800.927.HELP (4357) or [insurance.ca.gov](http://insurance.ca.gov). For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.



# Technology Insurance Company

An AmTrust Financial Company

## California Short-Rate Cancellation Disclosure Notice IMPORTANT INFORMATION REGARDING YOUR POLICY

The policy for which you have applied contains a cancellation provision that permits us to refund premium on a basis other than pro rata when you cancel the policy. Under the policy for which you have applied, if you cancel the policy, your final premium will be calculated based on the time your policy was in force with us, using the percentage specified in the short-rate cancellation table listed below.

### SHORT RATE CANCELLATION TABLE FOR A TERM OF ONE YEAR

Days Policy In Force	Percent of One Year Premium	Days Policy In Force	Percent of One Year Premium	Days Policy In Force	Percent of One Year Premium
1	5%	95- 98	37%	219-223	69%
2	6	99-102	38	224-228	70
3- 4	7	103-105	39	229-232	71
5- 6	8	106-109	40	233-237	72
7- 8	9	110-113	41	238-241	73
9-10	10	114-116	42	242-246 (8 mos.)....	74
11-12	11	117-120	43	247-250	75
13-14	12	121-124 (4 mos.)....	44	251-255	76
15-16	13	125-127	45	256-260	77
17-18	14	128-131	46	261-264	78
19-20	15	132-135	47	265-269	79
21-22	16	136-138	48	270-273 (9 mos.)....	80
23-25	17	139-142	49	274-278	81
26-29	18	143-146	50	279-282	82
30-32 (1 mo.)....	19	147-149	51	283-287	83
33-36	20	150-153 (5 mos.)....	52	288-291	84
37-40	21	154-156	53	292-296	85
41-43	22	157-160	54	297-301	86
44-47	23	161-164	55	302-305 (10 mos.)...	87
48-51	24	165-167	56	306-310	88
52-54	25	168-171	57	311-314	89
55-58	26	172-175	58	315-319	90
59-62 (2 mos.)....	27	176-178	59	320-323	91
63-65	28	179-182 (6 mos.)....	60	324-328	92
66-69	29	183-187	61	329-332	93
70-73	30	188-191	62	333-337 (11 mos.)...	94
74-76	31	192-196	63	338-342	95
77-80	32	197-200	64	343-346	96
81-83	33	201-205	65	347-351	97
84-87	34	206-209	66	352-355	98
88-91 (3 mos.)....	35	210-214 (7 mos.)....	67	356-360	99
92-94	36	215-218	68	361-365 (12 mos.)...	100

# Workers' Compensation Claim Reporting Information

## 24/7 Toll Free Claim Reporting for All States



(888)239-3909



[WorkersCompClaimReport@AmTrustgroup.com](mailto:WorkersCompClaimReport@AmTrustgroup.com)



[www.amtrustfinancial.com](http://www.amtrustfinancial.com)

### Information Required for All Claims Reported



1. Name of the insured and policy number
2. Name and contact information of injured worker
3. Date, time and place of accident
4. Description of accident or incident
5. Name, phone, and/or email of person making the report
6. Any information on the injured workers lost time

Early claim reporting is essential to a better claim outcome. Don't delay reporting if you do not have all the details.

### How do I help my injured worker find a doctor?



- We offer an online physician search for all states, [www.talispoint.com/amtrust/external](http://www.talispoint.com/amtrust/external)
- For California, [www-lv.talispoint.com/amtrust/campn](http://www-lv.talispoint.com/amtrust/campn)
- For CO, GA, PA & TN, please refer to the panel provided by AmTrust via mail or email

### How does my injured employee receive prescription medications related to the accident/injury?



- Refer to the claims kit for your state at [www.talispoint.com/amtrust/external](http://www.talispoint.com/amtrust/external) for a First Fill card for your injured employee to use at the pharmacy to cover the cost of approved medication.

### Timely Reporting

When a work-related injury occurs, it is important to act immediately. Timely reporting of a new claim helps to provide a smooth and successful claim process for both you and your injured worker.



#### We're Here To Help

After your claim has been filed, we may be in touch to obtain additional information. Our goal is to offer a smooth and hassle-free experience – from your first contact to the claims conclusion. Feel free to also call us with any questions. We're here to help.



#### Relax And Stay Positive

You have the assurance of our knowledge, expertise, and understanding of the claim process. We're with you all the way.

877.528.7878 | [www.amtrustfinancial.com](http://www.amtrustfinancial.com)

This material is for informational purposes only and is not legal or business advice. Neither AmTrust Financial Services, Inc. nor any of its subsidiaries or affiliates represents or warrants that the information contained herein is appropriate or suitable for any specific business or legal purpose. Readers seeking resolution of specific questions should consult their business and/or legal advisors. Coverages may vary by location. Contact your local RSM for more information.

Thank you for placing your Workers' Compensation Coverage with AmTrust. For your convenience, we now offer electronic versions of our Claims Kits. Please see the instructions and FAQs below for more information.



### Where's my claims kit?

All the States' Claims Kits are online for insured to download which contains all the necessary WC notices. Visit the Talispoint Direct Link at [www.talispoint.com/amtrust/external/](http://www.talispoint.com/amtrust/external/)

- Click State Rules/Kits, choose corresponding state and open the PDF link to view and print.



### I have an injured worker, how do I find a doctor?

We will provide completed Panel of Physicians for the 4 states that require a panel to be posted (CO, GA, PA & TN). We offer our online physician search for all other states.

There are 3 ways to access this information:

1. Visit the Talispoint Direct Link at [www.talispoint.com/amtrust/external/](http://www.talispoint.com/amtrust/external/)
2. California MPN: [www.talispoint.com/amtrust/campn/](http://www.talispoint.com/amtrust/campn/)
3. Visit the AmTrust Financial Website at [www.amtrustfinancial.com](http://www.amtrustfinancial.com)
  - Click Claims
  - Click Provider Directory or California MPN under "Find a Provider"
  - State specific laws for directing medical treatment are listed on the State Rules Tab
  - Search for physicians by Name, Address or Region



### Where are my posting notices?

All states claim kits are available online, including applicable postings. There are 4 states (CO, CT, FL & MD) we cannot place online. For these states, we will mail additional posting notices to the main address on the policy.



### I have a question about my claims kit, posting notice, panel or accessing the website's physician searches, who do I contact?

You may send an email to [clientservices@amtrustgroup.com](mailto:clientservices@amtrustgroup.com). Please make sure to include your policy number along with your request.



### I have a question about a claim or injured worker, who do I contact?

Customer Service can direct you to the appropriate person. Please contact them at 888-239-3909.





AmTrust North America  
 An AmTrust Financial Company

BEHAVIOR MANAGEMENT SOLUTIONS, LLC  
 3455 School St  
 Lafayette, CA 94549

RE: Workers' Compensation Policy  
 Policy: TWC4464395  
 Payroll Company: ADP Insurance Services

Dear BEHAVIOR MANAGEMENT SOLUTIONS, LLC,

Thank you for choosing AmTrust PAYO (Pay-As-You-Owe) as your workers' compensation payment plan. PAYO provides you a way to pay your workers' compensation premium based on your actual reported payroll. Your payroll company will remit your payroll reports directly to AmTrust on your behalf. Please see the payroll company listed above. If it is not your current payroll provider, or you decide to change your payroll provider any time during the policy period, please notify us immediately at (855) 829-1948.

Below is a list of the classification codes currently on your workers' compensation policy, along with a description of each.

State	Class Code	Description of Operations	Estimated Annual Payroll	Net Rate
CA	8868	Colleges or Schools — private — academic professionals	\$2,268,000	0.008639

When assigning your employees to a specific classification code, please keep in mind that each classification code has a specific description of operations, as well as their own rate per \$100 of payroll. If your employees are not properly classified throughout the policy period, it will be corrected at audit and may create an additional premium amount due. Please contact your agent if you have any questions regarding the classification of your employees.

**If an employee's duties span multiple class codes, i.e.: a bookkeeper who also bakes bread, place their entire payroll in the higher rated classification code.**



AmTrust North America  
An AmTrust Financial Company

***A few important things to keep in mind when using the AmTrust PAYO payment plan:***

- 1) **PAYO does not eliminate the need for a Workers' Compensation policy audit.**  
However, if the employees are coded correctly and the payroll reported properly, PAYO will greatly reduce the chance of any large premium difference at time of audit.
- 2) The **net rates** for your policy are calculated by AmTrust using the estimated annual payroll provided by you and your agent during the quoting process. It is important that you contact your agent immediately if your estimated annual premium shown above is incorrect, or if your payroll changes significantly during the policy period. Failure to do so will result in an inaccurate net rate factor causing a premium discrepancy, which will be captured at audit. If you notice your estimated annual payroll is either higher or lower than originally estimated, let your agent know so an endorsement request can be made to adjust your payroll and possibly your net rate.
- 3) **Owner/Officer Exemptions and Minimum Payroll Threshold:**
  - a. Owner/Officer exemptions - As rules vary by state. Business owners may need to file additional paperwork to exclude themselves from the policy.
  - b. Owner/Officer minimum and maximum payroll thresholds- These payroll threshold requirements vary by state. If Owner/Officers are "included" on the policy yet are not reported through payroll, the Owner/Officer premium will be collected based on the state minimum requirements at the time of audit.
- 4) If you use independent contractors or subcontractors be sure to obtain a copy of their workers' compensation certificate of insurance. Failure to provide these documents at the time of audit may result in additional premium due.

**Please discuss these items with your insurance agent.**

Sincerely,

Your AmTrust PAYO Team



June 28, 2024

Dear Policyholder,

In an effort to continue to provide AmTrust customers with a variety of billing options, we have updated our fee structure to help customers meet payment due dates, ensure that valid and properly funded payments are submitted, and provide an incentive for paid-in-full options.

**Our updated fee structure is as follows:**

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A “paper” billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An “electronic” billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

\*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention to this fee structure change. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America  
Customer Service Department

**Technology Insurance Company, Inc.**  
**A Stock Insurance Company**

WORKERS COMPENSATION  
 AND EMPLOYERS LIABILITY  
 INSURANCE POLICY

WC 99 00 01 E  
 1 of 5  
 INFORMATION PAGE

Ncci Code: 39071

1. Insured:  
 BEHAVIOR MANAGEMENT SOLUTIONS, LLC  
 7007 Balsam Way  
 Oakland, CA 94611
- Other workplaces not shown above:  
 See Extension of Information Page
- Producer:  
 ADP Insurance Services - Pittsburgh  
 1 ADP Blvd., M/S 625  
 Roseland, NJ 07068

**Policy Number: TWC4464395**

Individual       Partnership  
 Corporation or  LLC

Federal Tax ID: 823267538  
 Risk Id:  
 Renewal of: TWC4290636

2. The policy period is from 8/1/2024 to 8/1/2025 12:01 a.m. at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: California
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- | State | Bodily Injury by Accident | Bodily Injury by Disease | Bodily Injury by Disease  |
|-------|---------------------------|--------------------------|---------------------------|
|       | \$1,000,000 each accident | \$1,000,000 policy limit | \$1,000,000 each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
 All states except ND, OH, WA, WY and State(s) Designated in Item 3.A
- D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>	<b>18,476</b>
<b>STATE ASSESSMENT</b>	<b>1,118</b>
<b>TOTAL ESTIMATED COST</b>	<b>19,594</b>
Minimum Premium	500

Issue Date: 6/28/2024

Countersigned by: \_\_\_\_\_  
 Authorized Representative

Insured: BEHAVIOR MANAGEMENT SOLUTIONS, LLC

Policy Number: TWC4464395

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**EXTENSION OF INFORMATION PAGE FOR ITEM #1  
ITEM 1: NAMED INSURED and WORKPLACES**

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**NAMED INSURED:** BEHAVIOR MANAGEMENT SOLUTIONS, Fein: 823267538  
LLC

**WORKPLACES:** Location Number 1. Location Number 2.  
3455 School St 7007 Balsam Way  
Lafayette, CA 94549 Oakland, CA 94611

Insured: **BEHAVIOR MANAGEMENT SOLUTIONS, LLC**Policy Number: **TWC4464395****EXTENSION OF INFORMATION PAGE FOR ITEM #3.D  
ITEM 3.D: ENDORSEMENT SCHEDULE**

State	Form Number	Description
	WC990001E	DECLARATIONS PAGE
CA	34-2005 1008	CA Important Notice
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC000406A	PREMIUM DISCOUNT ENDORSEMENT
	WC000419	PREMIUM DUE DATE ENDORSEMENT
	WC000421F	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
CA	WC040301D	POLICY AMENDATORY ENDORSEMENT CALIFORNIA
CA	WC040310	CA DUTY TO DEFEND
CA	WC040360B	EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA
CA	WC040421	CA OPTIONAL PREMIUM INCREASE ENDORSEMENT
CA	WC040601B	CALIFORNIA CANCELATION ENDORSEMENT
CA	WC040604A	Covid-19 Reporting Requirement Endorsement-California

Insured: **BEHAVIOR MANAGEMENT SOLUTIONS, LLC**Policy Number: **TWC4464395****EXTENSION OF INFORMATION PAGE FOR ITEM #4  
ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remun.	Estimated Annual Premium
<b>California</b>					
Colleges or Schools — private — academic professionals	15	8868	2,268,000	0.79	<u>17,917</u>
Manual Premium					17,917
Total Manual Premium					17,917
Total Premium Subject To Experience Modification					17,917
Experience Modification N/A					17,917
Premium Discount 2.5%		0063			-448
Terrorism 3%		9740			680
Catastrophe (other than Terrorism) 1%		9741			227
Expense Constant		0900			100
Total CA Premium					18,476
WCARF 2.4604%		9999			455
UEBTF 0.1505%		9999			28
SIBTF 1.5891%		9999			294
OSHAF 0.7266%		9999			134
LECF 0.7109%		9999			131
FRAUD 0.4122%		9999			76
Total CA Cost					19,594
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>					<b>18,476</b>
<b>STATE ASSESSMENT</b>					<b>1,118</b>
<b>TOTAL COST</b>					<b>19,594</b>

Insured: **BEHAVIOR MANAGEMENT SOLUTIONS, LLC**

Policy Number: **TWC4464395**

**PAYMENT SCHEDULE**

Statement Closing Date	Payment Due Date	Description	Amount Due
	9/10/2024	Pay Period 1 of 12	\$2,654.00
	10/10/2024	Pay Period 2 of 12	\$1,540.00
	11/10/2024	Pay Period 3 of 12	\$1,540.00
	12/10/2024	Pay Period 4 of 12	\$1,540.00
	1/10/2025	Pay Period 5 of 12	\$1,540.00
	2/10/2025	Pay Period 6 of 12	\$1,540.00
	3/10/2025	Pay Period 7 of 12	\$1,540.00
	4/10/2025	Pay Period 8 of 12	\$1,540.00
	5/10/2025	Pay Period 9 of 12	\$1,540.00
	6/10/2025	Pay Period 10 of 12	\$1,540.00
	7/10/2025	Pay Period 11 of 12	\$1,540.00
	8/10/2025	Pay Period 12 of 12	\$1,540.00
			Total Cost \$19,594.00



**IMPORTANT NOTICE**  
**CALIFORNIA WORKERS COMPENSATION**  
**REGARDING YOUR INSURANCE POLICY**

This policy, including all endorsements or riders forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in the policy or in such endorsement or rider shall affect such contract or any rights, duties, or privileges arising therefrom.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

#### F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

#### G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

#### H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO

### EMPLOYERS LIABILITY INSURANCE

#### A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

- 1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

- 2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

- 3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and

- 2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE  
OTHER STATES INSURANCE**

**A. How This Insurance Applies**

- 1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- 2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
- 3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
- 4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

**B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR  
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

- 1. Provide for immediate medical and other services required by the workers compensation law.
- 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- 3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX  
CONDITIONS**

**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

**Schedule**

<b>1. State</b>	<b>Estimated Eligible Premium</b>			
	First	Next	Next	Balance
California	\$5,000 0%	\$100,000 3.5%	\$500,000 5%	7%

2. Average percentage discount: 2.5 %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18,476
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_



**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 8/1/2024 Policy No. TWC4464395 Endorsement No.  
Insured BEHAVIOR MANAGEMENT SOLUTIONS, LLC Premium \$18,476

Insurance Company Technology Insurance  
Company, Inc.

Countersigned by \_\_\_\_\_

**Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement**

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

<b>State</b>	<b>Schedule</b>	<b>Premium</b>
	<b>Rate</b>	
CA	0.010	\$227.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18,476
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act Of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.  
The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- c. States missions or certain air carriers or vessels.  
The act has been 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.
- d. States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

	<b>Schedule</b>		
State	Rate		Premium
CA	0.03		\$680.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18,476
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_

**POLICY AMENDATORY ENDORSEMENT—CALIFORNIA**

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

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It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 8/1/2024                      Policy No. TWC4464395                      Endorsement No.  
Insured BEHAVIOR MANAGEMENT SOLUTIONS Insurance Company Technology Insurance Company, Inc.

Countersigned by \_\_\_\_\_

**DUTY TO DEFEND-CALIFORNIA**

The insurance afforded by Part One, Section C, "**We Will Defend**", is hereby deleted and replaced with the following:

**WE WILL DEFEND**

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under Part Two – Employer's Liability Insurance of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18,476
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_

**EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT-CALIFORNIA**

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

**A. "How This Insurance Applies,"** is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

**E. The "Exclusions" section** is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:

1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

4. The following exclusions are added:

1. bodily injury to any member of the flying crew of any aircraft.
2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC				
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_



**OPTIONAL PREMIUM INCREASE ENDORSEMENT – CALIFORNIA**

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18,476
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_

**CALIFORNIA CANCELATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

**Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
  - h. The occurrence of a material change in the ownership of your business;
  - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18,476
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_

**COVID-19 REPORTING REQUIREMENT ENDORSEMENT - CALIFORNIA**

In addition to the requirements under Part 4, "Your Duties If Injury Occurs" of your policy, If you have five or more employees and an employee that is not described in California Labor Code section 3212.87 tests positive for COVID-19, you are required to report the following information as provided below.

Pursuant to California Labor Code Section 3212.88(i), when you know, or reasonably should know, that an employee has tested positive for COVID-19 between September 17, 2020 and January 1, 2024, you must report to your claims administrator in writing via electronic mail or facsimile within 3 business days all of the following:

- (1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.
- (2) The date that the employee tests positive, which is the date the specimen was collected for testing.
- (3) The specific address or addresses of the employee's specific place of employment during the 14-day period preceding the date of the employee's positive test.
- (4) The highest number of employees who reported to work at the employee's specific place of employment in the 45-day period preceding the last day the employee worked at each specific place of employment.

Labor Code Section 3212.88(j) states that the intentional submission of false or misleading information or the failure to report the above information as required may subject you to a civil penalty in the amount of up to \$10,000 to be assessed by the Labor Commissioner.

For the purposes of these reporting requirements, California Labor Code Section 3212.88(m) provides the following:

- (1) "COVID-19" means the 2019 novel coronavirus disease.
- (2) "Test" or "testing" means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. "Test" or "testing" does not include serologic testing, also known as antibody testing. "Test" or "testing" may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR test.
- (3) "A specific place of employment" means the building, store, facility, or agricultural field where an employee performs work at the employer's direction. "A specific place of employment" does not include the employee's home or residence, unless the employee provides home health care services to another individual at the employee's home or residence.

**24/7 Toll-Free COVID-19 Claim Reporting for all AmTrust carriers:**

Phone: (888) 239-3909

Email: WorkersCompClaimReport@AmTrustgroup.com

**OR**

Visit this webpage:  
**[amtrustfinancial.com/sb1159](https://amtrustfinancial.com/sb1159)**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/1/2024	Policy No.	TWC4464395	Endorsement No.	0
Insured	BEHAVIOR MANAGEMENT SOLUTIONS, LLC			Premium \$	18,476
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_

**AmTrust North America, Inc.  
Technology Insurance Company, Inc.  
800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114**

**PAYO Net Rate Schedule**

**Payroll Company:**

ADP Insurance Services  
One ADP Blvd, MS 325  
Roseland NJ 70680

Payroll Co Phone: (973)712-3500  
Payroll Co Email: SBSIS\_implementation@adp.com  
Payroll Co ID#: 5

Print Date: 6/28/2024

Agency Phone: (800) 524-7024  
Agent ID#: 27153

Insured Contact: William Kent  
Insured Phone: 5109173444  
Insured Email: billy@bxmsolutions.com

Policy	Insured	Fein	New/Renew	Effective	Expiration	Agent
TWC4464395	BEHAVIOR MANAGEMENT SOLUTIONS, LLC	823267538	Renew	8/1/2024	8/1/2025	ADP Insurance Services - Pittsburgh
	Eff Date      State      Class		Classification			Net Rate
	8/1/2024      CA      8868		Colleges or Schools — private — academic professionals			0.008639

**Type:**

Description: Policy Bound

[PolicyListPayoByPayrollCo]