



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0757776
Concord, CA - HUB International Insurance Services Inc.
2300 Clayton Rd.
Concord, CA 94520
INSURED California Autism Foundation
DBA: A Better Chance School
4075 Lakeside Drive
Richmond, CA 94806-1937
CONTACT NAME:
PHONE (A/C, No, Ext): (925) 609-6500
FAX (A/C, No): (925) 609-6550
INSURER(S) AFFORDING COVERAGE
INSURER A: Harleysville Insurance Company of New Jersey 42900
INSURER B: Benchmark Insurance Company 41394

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Professional Services Contract.
Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers as Additional Insured as respects General Liability and Auto Liability, and coverage applies on a Primary basis, per attached forms CG-7308 9-13 and CA-7200 12-14. As required by written contract.
The Umbrella Liability policy limits are excess over the General Liability, Auto Liability, Employers Liability, and Professional Liability limits.

CERTIFICATE HOLDER: Mt. Diablo Unified School District, 1936 Carlotta Drive, Concord, CA 94519-1397
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HUMAN SERVICES LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other more specific coverage for the indicated loss exposure is provided by your policy in addition to the coverages provided by the Commercial General Liability Coverage Part. If such other more specific coverage applies, the terms, conditions and limits of such other more specific coverage are the sole and exclusive coverage applicable under this policy, unless otherwise expressly stated on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy's and this endorsement's contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	3
Medical Payments-Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payment – Loss of Earnings	\$1,500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Named Insured – Newly Acquired	Included	3
Named Insured – Broadened Named Insured	Included	4
Additional Insured – Medical Directors and Administrators	Included	4
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Grantor of Franchise	Included	5
Additional Insured – As Required by Contract	Included	6
Additional Insured – State or Political Subdivisions	Included	7
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	8
Damage to Property You Own, Rent or Occupy	\$50,000 limit	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
Unintentional Failure to Disclose Hazards	Included	9
Liberalization	Included	9
Bodily Injury – includes Mental Anguish	Included	9
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Key and Lock Replacement – Janitorial Services Client Coverage	\$15,000 Limit	10

#### A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
  - b. The first paragraph immediately following Exclusion j.(6) of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY under Subsection 2. Exclusions
  - c. SECTION III – LIMITS OF INSURANCE, Paragraph 6.;
  - d. SECTION V – DEFINITIONS, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the term "Fire insurance" is changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, items b.(1)(a)(ii).
3. The Damage to Premises Rented to You Limit shown on the Declarations is deleted and replaced by \$1,000,000. \$1,000,000 is the only limit of liability for Damage to Premises Rented to You and this limit will not be combined with the limit shown on the Declarations for this coverage. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

Provided, however, that if you assume liability in a contract or agreement regarding the rental or lease of a premises on behalf of your client, this Damage to Premises Rented by You limit is superceded and replaced by the limit of insurance provided by Section I. Limited Rental Lease Agreement Contractual Liability of this endorsement. The term client as used in this section has the same meaning as provided by Section I. Limited Rental Lease Agreement Contractual Liability herein.

#### B. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

##### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of such a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with the limit shown on the Declarations for this coverage.
2. COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a(3)(b) is amended to read:  
provided that:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and



**E. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. Exclusions, Exclusion e. Athletic Activities is deleted and replaced with the following:

**e. Athletic Activities**

To a person injured while practicing or participating in any physical exercises or games, sports, or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any physical exercises or games, sports, or athletic contests.

**F. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** provision, items 1.b. and 1.d. are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$7,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$1,500 a day.

**G. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

3. We will reimburse you for defense costs that you incur in the defense of an “employee” who is directly involved in a criminal proceeding that arises out of such “employee’s” acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all “employees”, regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

**H. SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted and replaced with the following:
  - a. Coverage under this provision is afforded until the end of the policy period during which you acquired or formed the organization.
2. Each of the following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract or otherwise) on the effective date of this Coverage Part which is not named in the Declarations as a Named Insured, and which is also not insured under another similar policy, or would not have been insured but for such policy’s termination or the exhaustion of its limits of insurance.
3. Each of the following is also an additional insured:
  - a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.
  - b. Funding Source – Any person or organization with respect to their liability arising out of:
    - (1) Their financial control of you; or
    - (2) Premises they own, maintain or control while you lease or occupy these premises.This insurance does not apply to:
    - (a) Any “occurrence” or offense which takes place after you cease to lease or occupy that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
  - c. Home Care Providers – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.
  - d. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:



This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- e. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such organization or person have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only as specified by such written contract or agreement.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- f. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- g. Broad Form Vendors – Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change the vendor intentionally made to the product;
4. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
8. "Bodily injury" or "property damage" arising out of the negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.



The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this subsection g., whichever is less.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection g., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- h. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

#### Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- i. As Required by Contract – Any person or organization for whom "you" are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to "you", only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured or in connection with such premises owned by or rented to a "Named Insured", but in both instances only as specified under the written contract, lease, sublease or agreement. A person's or organization's status as an additional insured under this endorsement ends the earlier of when "your" on-going operations for that additional insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.



The insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i., whichever is less.

With respect to the insurance afforded to an additional insured under this subsection i., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
2. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or, surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
5. "Bodily injury" or "property damage" occurring after:
  - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

#### Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

- j. State or Political Subdivisions – Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.



This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

#### Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this subsection k. to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

#### I. Limited Rental Lease Agreement Contractual Liability

The following is added to paragraph (2) of Exclusion b. **Contractual Liability** of **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under Subsection 2. **Exclusions**:

We agree to indemnify the Named Insured for their liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your client whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

#### J. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and is replaced with the following:

Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, in which case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and will be included within and not be in addition to the Each Occurrence Limit. A client, as used in this provision, is defined as a person under your direct care and supervision for whom you are providing goods and/or services.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

#### K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is expressly made in a written contract.



#### **L. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim or a “suit”, applies only when the “occurrence” or offense which may result in a claim or a “suit” is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

#### **M. Unintentional Failure to Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **N. Liberalization**

If we make a change which broadens coverage under this edition of this endorsement without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this endorsement; or
2. Another amendatory endorsement.

#### **O. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is deleted in its entirety and replaced by the following:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

#### **P. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is amended to read:
  - b. Malicious prosecution or abuse of process;
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means injury, including consequential “bodily injury”, arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

  - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
    - (a) Any insured; or
    - (b) Any executive officer, director, stockholder, partner or member of the insured; or
  - (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
  - (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
  - (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.



#### **Q. Key and Lock Replacement – Janitorial Services Client Coverage**

1. We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used in this coverage only, are defined as follows:
  - a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and you have billed for your services.
  - b. "Employee" means:
    - (1) Any natural person:
      - (a) While in your services or for 30 days after termination of service;
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you; or
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for an "employee" as defined in Paragraph 1. above, who is on leave; or
      - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
    - (3) "Employee" does not mean:
      - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
      - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
  - c. "Manager" means a person serving in a directorial capacity for a limited liability company.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### Schedule

The premium for this endorsement is \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### SUMMARY OF COVERAGES

- I. Section II – Liability Coverage
  - A. Broad Form Insured
  - B. Employees as Insureds
  - C. Liability Coverage Extensions – Supplementary Payments
  - D. Prejudgment Interest Coverage
  - E. Amendment of Fellow Employee Liability Exclusion
  - F. Additional Insured by Contract, Permit or Agreement
  
- II. Sections III and IV – Physical Damage Coverage
  - A. Hired Car Physical Damage
  - B. Physical Damage Coverage Extensions
    - a. Transportation Expenses
    - b. Loss of Use Expenses
    - c. Extra Expense
  - C. Personal Effects Coverage
  - D. Accidental Discharge of Airbag
  - E. Lease/Loan Gap Coverage
  - F. Deductible Amendments
  - G. Towing and Labor
  - H. Rental Reimbursement
  
- III. Sections IV and V – Conditions
  - A. Notice of and Knowledge of Occurrence
  - B. Unintentional Failure to Disclose Hazards
  - C. Hired Car – Coverage Territory
  - D. Waiver of Subrogation
  
- IV. Sections V and VI – Definitions
  - A. Mental Anguish
  - B. Additional Definitions
  
- V. Cancellation Conditions



**I. SECTION II – LIABILITY COVERAGE** is amended as follows:

**A. BROAD FORM INSURED**

Paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under Coverage A – Who Is An Insured, are amended as follows:

1. For covered “autos”, the Named Insured shown in the Declarations is amended to include:

- a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limits of Insurance.
- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an “insured” under any other automobile policy,
  - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
  - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization, or an “accident” that occurs before or after the end of the policy period.

**B. EMPLOYEES AS INSURED**

For covered “autos”, paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under Coverage A – Who Is An Insured, are amended as follows:

Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

**C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Supplementary Payments (2) and (4) under paragraphs A.2.a of the BUSINESS AUTO COVERAGE FORM and A.4.a of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

**D. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to Section II, LIABILITY COVERAGE, Supplementary Payments under items A.2.a. of the BUSINESS AUTO COVERAGE FORM and A.4.a. of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

Paragraph B.5. Exclusions – Fellow Employee does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

**F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of Section II – Liability Coverage of the BUSINESS AUTO COVERAGE FORM and A.3.a. and A.3.b. if Section II – Liability Coverage of the GARAGE COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under A.1. Who is an Insured of Section II – Liability Coverage of the BUSINESS AUTO COVERAGE FORM or A.3. of Section II – Liability Coverage of the GARAGE COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.



**II. SECTION III – PHYSICAL DAMAGE COVERAGE** of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – PHYSICAL DAMAGE COVERAGE** of the GARAGE COVERAGE FORM are amended by adding the following:

**A. HIRED CAR PHYSICAL DAMAGE**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, subject to the following limit and applicable deductible:

The most we will pay for any one “accident” or “loss” to any hired “auto” is the lesser of:

1. the actual cash value of the hired “auto”. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”;
2. the cost to restore the hired “auto” to its “pre-accident physical condition”; or
3. \$50,000.

If a repair or replacement part restores the hired “auto” to better than its “pre-accident physical condition” we will not pay for the amount of the “betterment”.

The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

**B. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Paragraph 4. – **Coverage Extension of A. Coverage** of the BUSINESS AUTO COVERAGE FORM and paragraph 3. – **Coverage Extension – Loss of Use Expenses** of Coverage A. **Coverage** of the GARAGE COVERAGE FORM is replaced by the following:

**Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered “auto”. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss.”

**b. Loss of Use Expenses**

For Hired Auto, Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**c. Extra Expense**

We will also pay for the expense of returning a stolen covered “auto” to you.

**C. PERSONAL EFFECTS COVERAGE**

The following paragraph is added as **A.5.** of the BUSINESS AUTO COVERAGE FORM and **A.4.** of the GARAGE COVERAGE FORM, **Personal Effects Coverage**:

5. We will pay up to \$500 for “loss” to wearing apparel and other personal effects which are:
  - a. owned by an “insured”; and
  - b. in or on your covered “auto”.

This coverage applies only in the event of a total theft of your covered “auto.” No deductible applies to this coverage.



#### D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to **Section B. Exclusions**:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### E. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered a "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

#### F. DEDUCTIBLE AMENDMENTS

The following are added to paragraph D. **Deductible** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived;
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

#### G. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.



## H. RENTAL REIMBURSEMENT

**Section III – Physical Damage Coverage Item A. Coverage of the BUSINESS AUTO COVERAGE FORM or Section IV – Physical Damage Coverage Item A. Coverage of the GARAGE COVERAGE FORM is amended by adding the following:**

This coverage applies only to a covered “auto” rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto”. We will pay only for those covered “autos” for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred, or
  - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
5. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extension**.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

## III. SECTION IV – BUSINESS AUTO CONDITIONS and SECTION V – GARAGE CONDITIONS are amended as follows:

### A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph A.2.a., **Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss**, relative to notification requirements applies only when the “accident” or “loss” is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a Limited Liability Company; or
  - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph A.2.b., **Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a Limited Liability Company; or
  - d. An executive officer or insurance manager, if you are a corporation.

### B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph B.2. **General Conditions – Concealment, Misrepresentation or Fraud:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.



### C. HIRED CAR – COVERAGE TERRITORY

Item (5).(a) of paragraph B.7. **General Conditions – Policy Period, Coverage Territory** is replaced by the following:

(5).(a) A covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

### D. WAIVER OF SUBROGATION

The Transfer of Rights of Recovery Against Others To Us Loss Condition is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any “accident” because of payments we make for damages under this coverage form.

## IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and SECTION VI – DEFINITIONS of the GARAGE COVERAGE FORM are amended as follows:

### A. MENTAL ANGUISH

The definition of “bodily injury” in the DEFINITIONS section is replaced by the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

### B. ADDITIONAL DEFINITIONS

The following definitions are added:

“Betterment” means the amount of increase to the pre-damaged or pre-loss cash value of an “auto” attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an “auto” including but not limited to tires and batteries.

“Pre-accident physical condition” means the operational safety, function and appearance of the “auto” immediately prior to when the damage in question was sustained.

## V. CANCELLATION CONDITION

Paragraph A.2. of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.





Harleysville Insurance Company  
 355 Maple Avenue  
 Harleysville, PA 19438-2297

**Insured:** California Autism Foundation DBA  
**Agent:** HUB INTERNATIONAL INS. SERVICES

**Policy Number:** CMB00000023319Z  
**Policy Period:** 02/17/2017 to 02/17/2018  
 NEW BUSINESS

**COMMERCIAL LINES COMMON POLICY DECLARATIONS**

**Named Insured and Mailing Address:**

California Autism Foundation DBA  
 A Better Chance School  
 4075 Lakeside Dr  
 Richmond, CA 94806-1937

**Agent:**

HUB INTERNATIONAL INS. SERVICES  
 P.O. BOX 2158  
 RIVERSIDE, CA 92516

**Agency Code:** 040032  
**Phone Number:** (951)788-8500

**Policy Period:** 02/17/2017 to 02/17/2018

at 12:01 A.M. Standard Time at your mailing address shown above.

**Business Description:**

Healthcare Facility / School

**Form of Business:**

CORPORATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ 0

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	Premium
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	\$ 19,004.00
	Sub-Total \$ 19,004.00
Fees and Surcharge – See Schedule GU-7015 (If Applicable)	
	Total \$ 19,004.00

**FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY:**  
 SEE SCHEDULES GU-7004 and GU-7009





Harleysville Insurance Company  
355 Maple Avenue  
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NEW BUSINESS

### LOCATION SCHEDULE

Premises No.	Bldg. No.	Address
001	ALL	4075 Lakeside Dr Richmond, CA 94806-1937





Harleysville Insurance Company  
355 Maple Avenue  
Harleysville, PA 19438-2297

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**Policy Period:** 02/17/2017 to 02/17/2018  
NEW BUSINESS

### **NAMED INSURED SCHEDULE**

California Autism Foundation DBA  
ABC Apartments

California Autism Foundation DBA  
Windsor Confections

California Autism Foundation

A Better Chance Apartments Inc

California Autism Foundation DBA  
A Better Chance School 1937

California Autism Foundation DBA  
Hoppers Chocolate

Portola ABC IV LLC

California Autism Foundation DBA  
Custom Assembly and Packaging





Harleysville Insurance Company  
 355 Maple Avenue  
 Harleysville, PA 19438-2297

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**Policy Period:** 02/17/2017 to 02/17/2018  
 NEW BUSINESS

## FORM SCHEDULE

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
		POLICY FORMS
PJ0023	0415	Policy Jacket
GU7005	0412	Location Schedule
GU7008	0412	Named Insured Schedule
IL0017	1198	Common Policy Conditions
IL0985	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
		UMBRELLA FORMS
CU0001	1207	Commercial Liability Umbrella Coverage Form
CU0004	0509	Rec and Distrib of Material or Info In Viol of Law
CU0191	0505	California Changes
CU0223	0912	California Changes - Cancellation and Nonrenewal
CU0403	1207	Employee Benefits Liability Coverage
CU2123	0202	Nuclear Energy Liability Exclusion Endorsement
CU2127	1204	Fungi or Bacteria Exclusion
CU2130	0115	Cap on Losses From Certified Acts of Terrorism
CU2155	0608	Amended Terrorism Coverage - Covered Autos
CU2186	0514	Excl Acc Discl Conf Pers Inf Data-rel Lia w Ltd BI Exc
CU2202	0900	Exclusion - Corporal Punishment
CU7107	1210	Exclusion - Asbestos, Silica, or Talc
CU7118	0104	Exclusion - Lead Liability
CU7157	0106	Excl-Computer Related & Other Electronic Problems
CU7164	1208	Human Services Prof Services Exclusion
CU7168	1208	Human Services Abuse or Molestation Exc Spec cov Excep
CU7227	0216	Excl-Personal Data Comp and Network Security Lia-Cov A



Harleysville Insurance Company  
 355 Maple Avenue  
 Harleysville, PA 19438-2297

**Insured:** California Autism Foundation DBA  
**Agent:** HUB INTERNATIONAL INS. SERVICES

**Policy Number:** CMB00000023319Z  
**Policy Period:** 02/17/2017 to 02/17/2018  
 NEW BUSINESS

## POLICYHOLDER NOTICE SCHEDULE

The following material contains important information about your policy. Please read it carefully.  
 ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
		POLICY FORMS
ST7687	0115	Notice to Policyholders
ST7880	0714	California Premium Refund Disclosure notice
ST7881	0116	Consumer Complaints and Information
ST7962	0216	PH-Excl-Personal Data Comp and NW Security Lia-Cov A





Harleysville Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: California Autism Foundation DBA
Agent: HUB INTERNATIONAL INS. SERVICES

Policy Number: CMB00000023319Z
Policy Period: 02/17/2017 to 02/17/2018
NEW BUSINESS

COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

Form of Business: [ ] Individual [ ] Partnership [X] Corporation [ ] Joint Venture [ ] Limited Liab. Co. [ ] Other
Business Description: Healthcare Facility / School

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

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT (Liability Coverage) \$ 2,000,000
PERSONAL & ADVERTISING INJURY LIMIT \$ 2,000,000 Any one person or organization
AGGREGATE LIMIT (Liability Coverage) \$ 2,000,000 (except with respect to "covered autos")
OTHER: \$
SELF-INSURED RETENTION: \$

ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION NUMBER: ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
All Underlying Locations

SCHEDULE OF UNDERLYING INSURANCE

Commercial Auto:
Company Name: Harleysville Insurance Company
Policy Number: BA00000023317Z
Policy Period: 02/17/2017 - 02/17/2018
Policy Limits: \$ 1000000 CSL

Commercial Garage Liability:
Company Name:
Policy Number:
Policy Period:
\$ occurrence/
\$ aggregate

Commercial General Liability:
Company Name: Harleysville Insurance Company
Policy Number: MPA00000023318Z
Policy Period: 02/17/2017 - 02/17/2018

Business Owners Policy:
Company Name:
Policy Number:
Policy Period:
Business Owners Limits
\$ Liability & Medical Expenses
\$ Products-Completed Ops Aggregate
\$ Other than Products-Compl. Ops. Agg.

General Liability Limits
\$ 1,000,000 Each Occurrence
\$ 1,000,000 Personal & Adv. Injury
\$ 3,000,000 General Aggregate
\$ 3,000,000 Products-Completed Ops Aggregate

Employer's Liability:
Company Name:
Policy Number: Policy Period:
Policy Limits: Bodily injury by accident \$ Each Accident
Bodily injury by disease \$ Each Employee
Bodily injury by disease \$ Policy Limits



Harleysville Insurance Company  
355 Maple Avenue  
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Insured: California Autism Foundation DBA  
Agent: HUB INTERNATIONAL INS. SERVICES

Policy Number: CMB0000023319Z  
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New Business

Other Coverages: EMPLOYEE BENEFITS LIABILITY  
Company Name: Harleysville Insurance Company  
Policy Number: MPA0000023318Z Policy Period: 02/17/2017 - 02/17/2018  
Policy Limits \$ 1,000,000 for Each Employee  
\$ 3,000,000 for Aggregate

Other Coverages: HUMAN SERVICES PROFESSIONAL SERVICES  
Company Name: Harleysville Insurance Company  
Policy Number: MPA0000023318Z Policy Period: 02/17/2017 - 02/17/2018  
Policy Limits \$ 1,000,000 for Ea Professional  
\$ 3,000,000 for Aggregate

Other Coverages: HUMAN SERVICES ABUSE OR MOLESTATION  
Company Name: Harleysville Insurance Company  
Policy Number: MPA0000023318Z Policy Period: 02/17/2017 - 02/17/2018  
Policy Limits \$ 1,000,000 for Ea Abusive Cond  
\$ 3,000,000 for Aggregate

Other Coverages:  
Company Name:  
Policy Number: Policy Period:  
Policy Limits \$ for  
\$ for

Other Coverages:  
Company Name:  
Policy Number: Policy Period:  
Policy Limits \$ for  
\$ for

Other Coverages:  
Company Name:  
Policy Number: Policy Period:  
Policy Limits \$ for  
\$ for

POLICY PREMIUM: \$ 19,004.00

**ENDORSEMENTS**

Endorsements attached to this policy:

SEE SCHEDULE GU-7004

The following material contains important information about your policy. Please read it carefully.

SEE SCHEDULE GU-7009

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned:	By:
Date:	Authorized Representative:



POLICY NUMBER: CMB00000023319Z

COMMERCIAL LIABILITY UMBRELLA  
CU 04 03 12 07

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

## EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

### SCHEDULE

Additional Covered Employee Benefits Programs		
Limit Of Insurance	Retained Limit	
\$ 2,000,000 <b>Each Employee</b>	\$ 1,000,000	
\$ 2,000,000 <b>Aggregate</b>		
Retroactive Date: 02/17/2017		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following is added to Section I – Coverages:**

**COVERAGE – EMPLOYEE BENEFITS LIABILITY**

**1. Insuring Agreement**

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit", for which we have a duty to defend. But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph D. (Section III – Limits Of Insurance); and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. Exclusions

This insurance does not apply to:

### a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

### h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

### i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

### j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 3. of the Supplementary Payments provision do not apply.



C. For the purposes of the coverage provided by this endorsement, Paragraphs 1.b. and 1.c. of **Section II – Who Is An Insured** are replaced by the following:

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

b. Each of the following is also an insured:

- (1) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- (2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Schedule of this endorsement. If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.

2. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) "Claims" made or "suits" brought;
- (c) Persons or organizations making "claims" or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

4. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for the sum of all "ultimate net loss" for damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of the coverage provided by this endorsement, Condition 3. of **Section IV – Commercial Liability Umbrella Conditions** is replaced by the following:

**3. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar Section in that Coverage Part.

**EXTENDED REPORTING PERIOD**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- a. This endorsement is canceled or not renewed; or
- b. We renew or replace this endorsement with insurance that:
  - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
  - (2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.



The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits Of Insurance.

Paragraph D.3. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.4.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

- H. For the purposes of the coverage provided by this endorsement, Definitions 6. and 21. in the **Definitions** Section are replaced by the following:

6. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
21. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

<b>SCHEDULE – PART I</b>		
Terrorism Premium (Certified Acts)    \$0 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): Commercial Liability Umbrella Coverage Part		
Additional information, if any, concerning the terrorism premium:		
<b>SCHEDULE – PART II</b>		
Federal share of terrorism losses	85%	Year: 2015
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	84%	Year: 2016
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	83%	Year: 2017
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	82%	Year: 2018
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	81%	Year: 2019
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	80%	Year: 2020
(Refer to Paragraph B. in this endorsement.)		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. Disclosure Of Premium**

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



**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

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

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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