

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2022

PRODUCER
Landmark Insurance Agency
P.O.Box 13395
Sacramento, Ca 95813

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

INSURED
LA CHEIM SCHOOL, INC
4892 San Pablo Dam Road
El Sobrante, CA 94803

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philedelphia Indemnity	
INSURER B:	Philedelphia Indemnity	
INSURER C:	Cyprus Insurance Company	13013
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability, E& O <input checked="" type="checkbox"/> Sexual Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK 1718944	05/25/2022	05/21/2023	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	PHPK 1718944	05/25/2022	05/25/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$	PHPK 2281359	05/25/2022	05/25/2023	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 3,000,000
						\$
						\$
						\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER	LAWC 116155	05/21/2022	05/21/2023	WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<input type="checkbox"/> OTHER Directors/Officers Liability Cyber Liability	PHPK 1633157	05/21/2022	05/21/2023	Per Claim	\$2,000,000
					Aggregate	\$2,000,000 Ded/

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Special Education Schools.

CERTIFICATE HOLDER

MT DIABLO UNIFIED SCHOOL DISTRICT
SPECIAL EDUCATION
1936 CARLOTTA DRIVE, CONCORD, CA 94516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Policy Number: PHPK1659733

General Liability
CG 20 10 10 93

ADDITIONAL INSURED OWNERS, LESSEES OR
CONTRACTORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNER AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

MT DIABLO UNIFIED SCHOOL DISTRICT
SPECIAL EDUCATION

RE:

It is agreed that coverage is afforded to the **Additional Insured(s)** as follows:

MT DIABLO UNIFIED SCHOOL DISTRICT

1. Section II of the policy, (who is an insured) is amended to include for coverage A liability only, any person or organization that the **Named Insured** has named as an **Additional Insured**.

2. "**Bodily Injury**" and "Property Damage" coverage is afforded to the **Additional Insured(s)** as provided in the insuring agreement and subject to all policy provisions, provided that the "**Bodily Injury**" or **Property Damage**" also:

in the insuring agreement and subject to all policy provisions, provided that the "**Bodily Injury**" or **Property Damage**" also:

a) First takes place after the execution of the **Insured Contract**; and

b) The "**Bodily Injury**" or "**Property Damage**" arises from "**your work**" performed for the Additional Insured(s) during the policy period.

3. The applicable limit of our liability shall not be increased by the inclusion of **Additional Insureds** under the policy.

4. We shall have no duty to defend or indemnify damages arising from the acts, errors or omissions of the **Additional Insured(s)**.

5. We shall have no duty to defend any **Additional Insured(s)** that qualifies as such either by endorsement to the policy or under an **Insured Contract**.

6. Our duty to contractually indemnify the **Additional Insured(s)** shall not arise until the **insured's** percentage of comparative fault is determined by the trier-of-fact after an actual or contested trial.

7. Our duty to contractually indemnify the **Additional Insured(s)** under an insured contract shall be limited to that sum derived by applying the percentage of fault of the **Named Insured** as determined by the tier-of-fact to the total damage sum allocated by the tier-of-fact to the **Additional Insured(s)**. This limitation to percentage of fault shall equally apply to any attorney fees or litigation costs and expenses incurred by or on behalf of the **Additional Insured**. Under no circumstances shall we pay more than this proportionate contractual indemnity share.

8. Any contractual indemnity payments made on behalf of any **Additional Insured** under an **insured contract**, including any portion of such indemnity payment comprised of attorney's fees, litigation expenses or **supplementary payments**, shall reduce the applicable **limits of insurance** on a dollar for dollar basis.

If any entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

WHO IS INSURED: is amended to include as an insured, the person or organization shown in the Schedule, but only with respect to Liability for injury or damage arising out of your ongoing operations performed for that insured.

It is further agreed that such insurance as is afforded by the General Liability policy for the benefit of the above additional insured(s). **This insurance shall be primary insurance with respect to the Additional Insured(s). The coverage's evidenced herein primary and non-contributory to other insurance available to an Additional Insured.**

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza Suite 100, Bala Cynwyd, PA 19004-1403
(A Capital Stock Insurance Company)

**EXCESS HEALTHCARE GENERAL LIABILITY - CLAIMS MADE AND
HEALTHCARE UMBRELLA LIABILITY - OCCURRENCE**

DECLARATIONS

Various provisions in the General Policy Provisions and Conditions and Coverage Parts restrict coverage. There may be both occurrence coverages and claims made coverages in this Policy. Claims made coverage is limited to liability for claims first made against an Insured during the policy period or any extended reporting period, if applicable.

Please read all General Policy Provisions and Conditions and Coverage Parts carefully to determine rights, duties, and what is and what is not covered. A complete Policy includes the Declarations, General Policy Provisions and Conditions, and the applicable Coverage Parts.

POLICY NUMBER: PHPK17522

Item 1. FIRST NAMED INSURED: LA CHEIM SCHOOLS, INC

Item 2. ADDRESS: 4892 SAN PABLO DAM ROAD, EL SOBRANTE, CA 94803

**Item 3. (a) RETROACTIVE DATE - EXCESS HEALTHCARE GENERAL LIABILITY
CLAIMS MADE COVERAGE PART ONLY: 05/25/2023**

**(b) POLICY PERIOD: From; May 25, 2022 To: May 25, 2023
at 12:01 a.m. Standard Time at your mailing address shown above.**

(c) OPTIONAL EXTENDED REPORTING PERIOD: To be determined at time of purchase

Item 4. DESCRIPTION OF OPERATIONS: Health Care Facility and Foster Care

Item 5. LIMITS OF INSURANCE

(a) Excess Healthcare General Liability

Each Medical Incident	\$4,000,000
Retained Limit	Refer to Schedule of Underlying Insurance

(b) Healthcare Umbrella Liability

Each Occurrence	\$4,000,000
Retained Limit	Refer to Schedule of Underlying Insurance

(c) General Aggregate Limit \$4,000,000

Item 6. PREMIUM

Premium	\$6,500.00
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Item 7. FORMS AND ENDORSEMENTS - Attached at Inception

**Item 8. PRODUCER NAME AND ADDRESS – LANDMARK INSURANCE AGENCY
111 N MARKET STREET, SUITE 300
SAN JOSE, CA 95113**

By _____
Countersignature (In States Where Applicable)

By _____
Authorized Representative