



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105  License#: 0D69293	<b>CONTACT NAME:</b> Angie Bray <b>PHONE (A/C, No, Ext):</b> 707-687-2617 <b>E-MAIL ADDRESS:</b> Angie_Bray@ajg.com	<b>FAX (A/C, No):</b> 707-687-2608	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> YMCA of the East Bay 2330 Broadway Oakland CA 94612-2415	<b>INSURER A:</b> NOVA Casualty Company		42552
	<b>INSURER B:</b> Berkshire Hathaway Homestate Insurance Company		20044
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1585755962

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse	Y		CFYML1000001607	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Incident/Aggregate \$ 1M/\$2M
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CFYAU1000001307	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp.Deduct-\$100 \$ 1,000 Coll
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CFYUM1000001307	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	YMWC502812	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Abuse/Molestation			CFYML1000001607 CFYML1000001607	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Occurance/Aggreagate \$1M/\$3M Incident/Aggregate \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Medical Expenses (Payments) under the General Liability Policy includes coverage for students. Insurance is Primary and Non-Contributory.

Mt. Diablo Unified School District, the District, its officers, officials, employees, pupils, and volunteers are included as Additional Insured with respect to General Liability per attached endorsement where required by written contract.

Re: Mt. Diablo Unified School Locations (See Additional Remarks Schedule for Locations)

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Mt. Diablo Unified School District  
 1936 Carlotta Drive  
 Concord CA 94519

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

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED YMCA of the East Bay 2330 Broadway Oakland CA 94612-2415	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Gregory Gardens Elementary  
 1 Corritone Court  
 Pleasant Hill, CA 94523

Hidden Valley Elementary  
 500 Glacier Drive  
 Martinez, CA 94553

Holbrook Elementary  
 3333 Ronald Way  
 Concord, CA 94519

Silverwood Elementary  
 1649 Claycord Avenue  
 Concord, CA 94521

Sun Terrace Elementary  
 2448 Floyd Lane  
 Concord, CA 94520

Woodside Elementary  
 761 San Simeon Drive  
 Concord, CA 94518

Wren Avenue Elementary  
 3339 Wren Avenue  
 Concord, CA 94519

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Mt. Diablo Unified School District Its officers, officials, agents, and volunteers 1936 Carlotta Drive Concord, CA 94519	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which 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.

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

**SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:**

**1. EXPECTED OR INTENDED INJURY EXTENSION**

Paragraph **a. Expected Or Intended Injury** is deleted and replaced by the following:

- a.** “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.

**2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**

Paragraph **g. Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a.** This exclusion does not apply to aircraft chartered with crew to any insured.  
**b.** This exception provision does not apply if the chartered aircraft is owned by any insured.  
**c.** This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

**3. NON OWNED WATERCRAFT EXTENSION**

Subparagraph **(2)** of **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

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

- (a)** Less than 60 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 a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

**4. PROPERTY SOLD OR ABANDONED BY YOU**

Subparagraph **(2)** of **j. Damage To Property** is deleted and replaced by the following:

**(2)** Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

**5. DAMAGE TO PREMISES RENTED TO YOU**

**a.** The last Paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

**b.** Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1)** \$1,000,000; or  
**(2)** The amount shown on the Declarations for Damage To Premises Rented To You.

**6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**

**a.** The following is added to subparagraph **(4)** of **j. Damage To Property**:

However, this exclusion does not apply to “property damage” to your “invitee’s” personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

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

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all “invitees” because of “property damage” to personal property of such “invitees” in your care, custody or control is \$15,000.

**7. Paragraph 2. Exclusions is amended to add the following exclusion:**

**Willful Violation Of A Penal Code Or Statute**

“Bodily injury”, “incidental medical malpractice liability” or “property damage” arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended as follows:**

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:  
This exclusion does not apply to “personal and advertising injury” caused by malicious prosecution.
2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
  - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

**C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:**

1. The limit in subparagraph b. is increased to \$2,500.
2. The limit in subparagraph d. is increased to \$500 a day.

**D. ADDITIONAL INSURED**

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of “bodily injury,” “property damage” or “personal and advertising injury”.
  - a. This endorsement applies only if the written contract or written agreement is:
    - (1) Currently in effect or becomes effective during the term of this Policy; and
    - (2) Executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.
  - b. The insurance afforded to such additional insured only:
    - (1) Applies to the extent permitted by law; and
    - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
  - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (1) In connection with your premises owned by or rented to you; or
    - (2) In the performance of your ongoing operations.
  - b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Supervisory, inspection or engineering services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
  - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
    - (1) 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 decoration and similar exposures;
    - (2) The construction, erection or removal of elevators; or
    - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
  - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
    - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
  - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 

This insurance does not apply to:

    - (1) Any "occurrence" that 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 the manager or lessor of insured premises.
  - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
  - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 

This insurance does not apply to:

    - (1) Any "occurrence" that takes place after you cease to lease that land; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
  - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
 

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
  - j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
    - (1) Their financial control of you; or
    - (2) Premises they own, maintain or control while you lease or occupy those premises.
    - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

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

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured 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, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) This insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make 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 "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
  - (ii) 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 "your products".

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

- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

- 3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

- 4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

- 5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. ADDITIONAL INSURED does not apply to such person(s) or organization(s).

- 6. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

**E. SECTION II - WHO IS AN INSURED** is amended as follows:

**1. BROADENED NAMED INSURED**

Paragraph 3. is deleted and replaced by the following:

- 3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

Primary wording:

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

**2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS**

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

**3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS**

a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:

- (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
- (2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
  - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
  - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

**4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE**

a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance** is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

**F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

**1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;



- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

**2. FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

**3. SPECIAL EVENT PREMIUM RATING**

The following is added:

**Special Event Premium Rating**

a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in **3.a.(1)** or **3.a.(2)** above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

**4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**G. SECTION V – DEFINITIONS** is amended as follows:

**1. BODILY INJURY**

The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2. PERSONAL AND ADVERTISING INJURY**

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph **14.b.** is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
  - i. Any insured; or
  - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

ruling;

(d) Not arising out of any "advertisement" by the insured.

**3. INSURED CONTRACT**

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. PRODUCTS-COMPLETED OPERATIONS HAZARD**

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

**The following definitions are added:**

5. "Discrimination" means:

a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or

b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.