

Healthcare Professional Liability



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2024

Policy Number: AHY-889977008

Issued To: Augmentative Communication Solutions

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED OCCUPATIONS ENDORSEMENT

The business, occupation and/or profession shown in the Declarations of this policy is amended to include the following:

Speech Language Pathologist, FT, Owner, 1

Behavioral Therapist, FT, Owner, 1

Speech Language Pathologist, Employee(s), 3

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

HCPL-8020 (Ed. 12/10)

MEMORANDUM OF INSURANCE Date Issued 07/16/2024

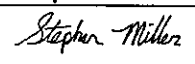
Producer AMBA In CA dba Assn Member Benefits & Insurance Agency P.O. Box 14554 Des Moines, IA 50306 1-800-375-2764	This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.
--	---

Insured Augmentative Communication Solutions LLC 2238 Starflower Drive Tracy, CA 95376	Company Affording Coverage Liberty Insurance Underwriters Inc.
--	---

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
 The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH Fm Speech Language Pathologist	AHY-889977008	10/02/2024	10/02/2025	Per Incident/ Occurrence	\$ 1,000,000
				Annual Aggregate	\$ 3,000,000
General Liability SpeechLangH Fm Speech Language Pathologist	AHY-889977008	10/02/2024	10/02/2025	Per Incident/ Occurrence	\$ 1,000,000
				Annual Aggregate	\$ 3,000,000

PROOF OF INSURANCE

Memorandum Holder: Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative Stephen Miller 

PRODUCER#: 09 29 58 3FL
VAN BROUSSARD
13433 LAMBERT RD #C
WHITTIER CA 90605



**AUGMENTATIVE COMMUNICATION SO
2238 STARFLOWER DR
TRACY CA 95376-6738**

A0951-79-79
06/04/24
01:25:26
A095179790024
001
ADZ34
AUTOMATIC-RENEWAL

ATTACH SRN FCS-0453
CM057EW1
09 - PL

ADDIDIRFLT



STATEMENT

MID-CENTURY INSURANCE COMPANY

° AUGMENTATIVE COMMUNICATION SO

2238 STARFLOWER DR

TRACY CA 95376-6738

JUNE 04, 2024

Date

29-58-3FL

Agent's Number

A0951-79-79

Policy Number

Loan Number

This Statement Reflects:

Effective Date: 08/10/24

New Business Reinstatement Change Of Coverage Added Coverage

\$ Previous Balance Owing

\$ Premium

\$ Membership, Policy, Reinstatement, Reissue or Service Fees

\$ Pro Rata Premium Due

\$ **662.00** Premium For Renewing Entire Present Coverage From 08/10/24 To 08/10/25

\$

\$

\$

\$

\$ 703.00 Total Charges - Includes assessment/surcharge of \$41.00

\$

\$ Payments

\$ Other Credits _____

\$ _____ Total Credits

\$ - NONE - **BALANCE DUE**

\$ _____ Optional Amount

\$ _____ Refund

WE WANT TO BE YOUR FIRST CHOICE FOR BUSINESS AND WORKERS COMPENSATION INSURANCE. IF YOU PLACE BOTH POLICIES WITH US, YOU WILL RECEIVE A DISCOUNT. SUBJECT TO ELIGIBILITY. CONTACT YOUR AGENT TODAY.

**IMPORTANT- D-O N-O-T P-A-Y T-H-I-S N-O-T-I-C-E
PREMIUM WILL BE BILLED. ACCT # F010529938-001-00001.**

State Required Notification:



Sign And Submit Forms Online With eSign

With eSign, you can sign your policy documents electronically and send them to us with just a few clicks. Its the convenient, secure way to submit forms that require your signature. Once this feature is added to your policy, any signature forms listed in your policy declarations with an asterisk (*) will be sent to you via eSign. Future changes to your policy will automatically process via eSign, if eligible.

If you havent signed up for eSign yet, contact your Farmers[®] agent today to get started.



Dear Farmers® Customer,

Thank you for choosing Farmers for your Business Insurance needs.

In today's business environment, we understand that your business needs may change during the year. For example, you may acquire new equipment, adjust your staffing, add a new location, create electronic ordering and/or billing for your customers or begin offering new services.

These changes may require updated insurance coverage for your business.

Farmers and its agents want to help make you smarter about your insurance. To do that, we offer special services at no additional cost to you to help you ensure your business has the coverage it needs.

For example:

- Your agent will be happy to schedule a Farmers Friendly Review® with you. During this review, your agent can talk to you about available insurance discounts, potential coverage gaps, and new products that may be available to you. In addition, if there have been changes in your business since your last policy review, your premium may be eligible for additional pricing consideration.
- MysafetyPoint.com makes safety and loss control information available that may help you avoid workplace injuries and other losses.

To access this information, log onto www.mysafetypoint.com, then register with your policy number and email address to find safety and loss control information that is specific to your type of business.

ENCLOSED YOU WILL FIND YOUR POLICY DOCUMENTS. PLEASE REVIEW YOUR COVERAGES TO ENSURE THEY MEET YOUR NEEDS.

If you have any questions, please contact your Farmers agent.

VAN BROUSSARD

Email: vbroussard@farmersagent.com

562-600-0244

Loss Control Consultation Services



California law (Labor Code Section 6534.5) requires workers compensation insurers to maintain and provide occupational safety and health loss control consultation services to insured policyholder places of employment that may pose hazards. We are committed to helping California employers provide safe and healthy workplaces for their employees through loss control services appropriate to their individual businesses. This notice is provided to you as a policyholder and describes our loss control consultation services which are available upon request at **no additional cost to you.**

Workplace Survey

We can conduct a survey of your premises to identify safety and health hazards and existing physical and management controls of those hazards, which have the potential to affect the frequency and severity of workplace injuries and illnesses. When uncontrolled hazards are noted, we will provide you with written recommendations for improvement. Included in the on-site survey is an evaluation of your loss control management program including discussions with management and where appropriate, non-management personnel with permission of the employer.

Review Of Injury Records

We can assist you through analysis of employee accidents and previous loss experience in identifying underlying accident causes. A review of loss records with the appropriate personnel can help you identify those factors most related to the specific loss you have experienced.

Development of Plan

We can assist you in developing a comprehensive safety and health program to help minimize workplace accidents, including where appropriate, modifications to your Section 3203 Employer Injury and Illness Prevention Program if needed to address concerns in the plan to improve your loss control experience.

Loss Prevention Services

Loss control services are available to assist you in your loss prevention efforts. We can provide you with materials for your safety program including employee pamphlets on safe work practices, and record keeping forms. In addition, some of the services we offer as part of our Loss Control Consultative Service Program are described below.

Emergency Preparedness	Exposure Analysis and Control
Employee Selection	Fall Management Program
Supervisor Training	Ergonomics
Material Handling	Customized Training and Consulting
Job Site Inspections	Safety and Health Program Development

To obtain these services, call 1-800-531-0450 or write:

Farmers Business Insurance
MySafetyPoint-Loss Control Services
6303 Owensmouth Avenue, Suite 300
Woodland Hills, CA 91367

In addition, please visit our website, www.MySafetyPoint.com, for technical bulletins, streaming safety videos, links to loss prevention sites and solution providers.

Workers compensation insurance policyholders may direct questions or complaints about the insurer's loss control consultation service by contacting: State of California, Department of Industrial Relations, Loss Control Services Coordinator, The Commission on Health, Safety & Workers Compensation, 1515 Clay Street, Suite 901, Oakland, CA 94612, (510) 622-3959



**Attention
*Action Required***

Dear Customer,

Thank you for choosing Farmers® for your Workers Compensation needs. We appreciate your business.

- * **PLEASE NOTE: YOUR STATE MAY REQUIRE THAT CERTAIN FORMS AND/OR NOTICES BE POSTED IN THE WORKPLACE.**

- * **IF YOU DO NOT POST THE FORMS/NOTICES, YOU COULD BE SUBJECT TO FINES LEVIED BY THE STATE.**

To obtain your state mandated workers compensation forms and information regarding how to report a claim, please proceed to the Farmers website at www.farmers.com.

1. Insurance Workers Compensation
2. Employee injuries
3. Click on [Click here to access the Virtual Claims Kit](#)
4. Select company
5. Select state

These forms/notices are provided to you free of charge to help you comply with state requirements for posting of notices regarding workers compensation insurance.

In addition to providing you with your state-mandated forms and notices, the Virtual Claims Kit will give you access to a wealth of safety and loss control information which may help you avoid workplace injuries and other losses.

Thank you for your business. If you have any questions, please contact your Farmers agent.



Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

Information We Collect

We may collect the following categories of information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
Personal Identifiers	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature.
Personal Characteristics	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
Commercial Information	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
Biometric Information	Voice print, photo.
Internet or Network Activity	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
Geolocation	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
Audio, Electronic, Visual, Thermal, Olfactory	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
Professional Information and Employment Information	Job titles, work history, school attended, employment status, veteran, or military status.
Education Information	Job titles, work history, school attended, marital status, e-mail, telephone recordings.
Inferences	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
Sensitive Personal Information	Social security number, drivers license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

Purposes For Collection Of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To conduct quality assurance;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;
- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

Sources Of Personal Information

We collect certain information ("nonpublic personal information") about you and the members of your household (collectively, "you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information.
- Information about your transactions with us, our affiliates, or others, such as your policy coverage, premiums, and payment history.
- Information from your visits to the websites we operate, use of our mobile sites and applications, use of our social media sites, and interaction with our on-line advertisements.
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information, and insurance claim history; and
- If you obtain a life, long-term care, or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

How Long Do We Retain Your Information

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

How We Protect Your Information

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

Information We Disclose

We may disclose the nonpublic personal information we collect about you, as described above, to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies. Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information:

- (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud;
- (2) with your written authorization; and
- (3) as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

Sharing Information with Affiliates

The Farmers Insurance Group[®] of Companies includes affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described above in **Information We Collect**, as permitted by law to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers.
- Non-financial service providers, such as data processors, billing companies and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

IMPORTANT PRIVACY CHOICES

You have choices about the sharing of some information with certain parties. These choices may differ based on the particular affiliate(s) with which you do business.

For 21st Century customers: We are offering you an opt-out opportunity which is included with your policy documents. If you prefer that we not share your consumer report information with Farmers you may opt-out of such disclosures that is, you may direct us not to make those disclosures - other than as otherwise permitted by law. You may do so by following the procedure explained in the Opt-Out Form. You may opt-out only by returning the Opt-Out Form. We will implement your request within a reasonable time. If it is your decision not to opt-out and to allow sharing of your information with the Farmers affiliates, you do not need respond in any way.

For Bristol West customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may use the Opt-Out Form included with your policy documents. Please verify that your Bristol West policy number is listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive it. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy. If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an opt-out or respond to us in any way.

For Farmers customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy issued by the affiliates listed on the Farmers Privacy Notice. We will implement your request within a reasonable time after we receive the form.

If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.

Additionally, under the California Consumer Privacy Act ("CCPA", California residents have the right to opt out of the sale of personal information to certain third parties. Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form at <https://www.farmers.com/california-consumer-privacy/>.

Modifications to Our Privacy Policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with other nonaffiliated third parties. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out of, or, if applicable, to opt-in to that type of information sharing.

Website and Mobile Privacy Policy

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

Recipients of this Notice

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

More Information about these Laws

This notice is required by applicable federal and state law. For more information, please contact us.

Signed

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Insurance Hawaii, Inc., Farmers New Century Insurance Company, Farmers Services Insurance Agency, Farmers Specialty Insurance Company, Farmers Texas County Mutual Insurance Company, Farmers Financial Solutions, LLC (a member of FINRA and SIPC)*, FFS Holding, LLC, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, and Neighborhood Spirit Property and Casualty Company, American Federation Insurance Company, 21st Century Advantage Company, 21st Century Assurance Company, 21st Century Auto Insurance Company of New Jersey, 21st Century Casualty Company, 21st Century Centennial Insurance Company, 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century Insurance Company of Southwest, 21st Century North America Insurance Company, 21st Century Pacific Insurance Company, 21st Century Premier Insurance Company, 21st Century Superior Insurance Company, Hawaii Insurance Consultants Ltd., American Pacific Insurance Company, Inc., Bristol West Casualty Insurance Company, Bristol West Holdings, Inc., Bristol West Insurance Company, Bristol West Insurance Services of California, Inc., Bristol West Insurance Services, Inc. of Florida, Bristol West Preferred Insurance Company, BWIS of Nevada, Inc., Coast National Holding Company, Coast National Insurance Company, Foremost County Mutual Insurance Company, Foremost Insurance Company Grand Rapids, Michigan, Foremost Lloyds of Texas, Foremost Property and Casualty Insurance Company, Foremost Signature Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

*For more background information on Farmers Financial Solutions, LLC ("FS" or its registered representatives / Agents, visit FINRA's BrokerCheck at www.finrabrokercheck.com or call the BrokerCheck toll free hotline at (800) 289-9999. You may obtain information about the Securities Investor Protection Program (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at www.sipc.org. FFS is registered with the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB website is accessible at www.msrb.org and includes an Investor Brochure that describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority.



Date: JUNE 04, 2024

Dear Workers Compensation Customer,

Thank you for selecting the Farmers Insurance Group of Companies for your Workers Compensation Insurance coverage. We are happy to have you as a customer and to service your business needs.

The premium shown on the information page, schedule of operations, and endorsements is an estimate. An independent auditor may contact you to review your accounting records or we may request completion of a Policy Holder Report. We do so to ensure a fair premium is paid by each insured, based on the actual payroll exposure for the time the policy was in force. If a physical audit is made of your accounting records, the auditor will review the following areas.

- Verify the policy has been properly classified according to the types of job duties your employees perform.
- Determine actual payroll assigned to each classification based on individual job duties of each employee. Payroll and overtime must be segregated by classification.
- Review your records for proper treatment of tips and overtime based upon the laws of the states listed in your policy.
- Review of subcontracted payroll to others. Please obtain a Certificate of Workers Compensation Insurance from each subcontractor for any work performed. This will prevent unnecessary confusion and additional premium charges when the policy is finalized. If no certificates are available for review at the time of the audit, subcontracted payroll will be included in the premium basis.

If a Policy Holder Report is sent to you for completion of payroll information, we will request a copy of your federal or state payroll reporting forms or other payroll sources to verify the payroll reported.

If you would like more information concerning your Workers Compensation policy, your Farmers Agent will be happy to assist you.

Mid Century Insurance Company
Truck Insurance Exchange
Farmers Insurance Exchange
Fire Insurance Exchange

Farmers Workers' Compensation



Report All Injuries Immediately

... and use our Preferred Provider Organization of industrial clinics, medical specialists, and hospitals wherever possible. These medical providers are committed to giving excellent treatment as well as managing costs.

Classification and Rates

... are adopted and approved by the insurance regulatory authorities in the state in which the policy is written. A state-approved rating bureau receives a copy of your policy and checks to see that the proper classifications and rates for your business have been applied.

Premium

... is based on payroll. Multiply payroll by rate to determine premium due. The premium set at the time the policy is issued is an estimate. Your final premium will be based on actual employee gross pay. Any difference between the estimated premium paid and the actual premium charge will either be billed or refunded to you.

If a deposit premium was paid it will be retained by the company but will be returned when the insurance relationship ends, provided the earned premium due the company has been paid.

Reporting Your Payroll

You will periodically be sent a form for reporting payroll by classification. Complete the forms when due and return with your premium payment. Failure to report payroll or pay premium may result in cancellation.

It is essential to keep your payroll segregated accurately by classification. If you do not, the law requires us to apply the highest rated classification to the total payroll. Coverage as applies to partners, executive officers, etc. is to be included in payroll unless we have a signed exclusion endorsement.

If you elect Farmers RealTime BillingSM, please note that you must complete registration on our billing platform within 7 calendar days. A condition of Farmers RealTime Billing is the timely submission of payroll reports. Payroll reports must be submitted for every reporting period, regardless of payroll volume. Failure to complete registration and/or submit timely payroll reports will prevent Farmers RealTime Billing from collecting the required premium due and the policy will be subject to cancellation for nonpayment of premium.

Farmers RealTime Billing requires a completed Automated Clearing House ("ACH") authorization in order to process payments. Failure to provide the required ACH authorization or to properly fund your account for the ACH premium payment drafts will result in the policy being subject to cancellation for nonpayment of premium.

Auditing

State laws and the policy conditions provide we examine and audit your books or records as they apply to this insurance. We do so to ensure a fair premium is paid by each customer, neither too high nor too low, based on the actual exposure. The auditor will:

1. Verify the policy has been properly classified, according to the types of job duties your employees perform.
2. Determine the actual payroll assigned to each classification based on the individual jobs of each employee. Payroll and overtime must be segregated by classification.
3. If your policy covers operations of a restaurant, exclude tips in your accounting records. Otherwise they will be added to the payroll.

Subcontractors

If you use subcontractors, insist that they provide you with a Certificate of Workers' Compensation Insurance before they begin work. These certificates must be on file at the time of the audit. Otherwise, the Subcontractors will be covered under your policy and you must report their payroll and pay the premium.

Texas Only: If the subcontractors meet the definition of independent contractors, they can be excluded from coverage if you and your independent contractors file the appropriate forms with the TDI and Farmers Insurance Group.

Changes

Notify your Agent of the following changes as we must inform the appropriate rating bureau:

Business Location
Mailing Address

Classification
Transfer of Ownership

Loss Control

If you have a safety concern, we have a professional staff of Loss control Consultants who stand ready to help you conduct a personalized hazard identification survey of your business operation and assist you in creating a safety program. Let your Agent know if you would like them to contact you.

If an Injury Occurs

Report all injuries immediately regardless of severity.

Report of death must be made within 24 hours.

A Report of Injury form should be completed immediately (but not more than 5 days after notice of the injury) and sent to your Farmers Claims Department.

Report Signs of a Fraudulent Claim

As Farmers takes an active role in preventing fraud through our anti-fraud division, it is important that you report claims immediately. This allows us to promptly provide benefits in legitimate cases and begin investigations where appropriate. If you have any doubts about a claim, call and discuss them with your Farmers Workers' Compensation Claims Offices as soon as possible.

Note: The information in this form is not part of the policy contract. Contact your Farmers' agent if you have any questions.



MID-CENTURY INSURANCE COMPANY
12998 (A Stock Insurance Company herein Called the Company)
 Members of the Farmers Insurance Group of Companies
 Home Office: 6301 Owensmouth Avenue Woodland Hills CA 91367

Workers Compensation Information Page

When you pay the premium due, it is agreed that the policy is renewed for the policy period stated below, subject to all its terms and conditions. If you do not wish to renew this policy, please notify our office in writing before the renewal date to avoid the annual minimum premium charge.

1. Named Insured Mailing Address
 AUGMENTATIVE COMMUNICATION SO
 2238 STARFLOWER DR
 TRACY CA 953766738

Legal Entity: Individual Partnership Corporation
 Other LLC

20 24	A0951-79-79	24
Policy Year	Policy No.	
WHBIC	A0951-79-79	00
Issuing Office	Renewal of Policy No.	
877-411-4249	F010529938-001-00001	
Issuing Office Telephone No.	Account Number	
29-58-3FL		
Agent No.	Risk Identification No.	
Identification No.	Unemployment Account No.	
ON FILE		
Federal Identification No.	Federal Identification No.	

Other workplaces not shown above: 2238 STARFLOWER DR
TRACY CA 95376

2. Policy Period: From 08/10/24 to 08/10/25 12:01 a.m. Standard Time at the insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of this policy applies to the Workers' Compensation Law of the states listed here: CA

B. Employer's Liability Insurance: Part Two of this policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 1,000,000 each accident
 Bodily Injury by Disease \$ 1,000,000 each employee
 Bodily Injury by Disease \$ 1,000,000 policy limit

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here: All states except No. Dakota, Ohio, Washington and Wyoming, and states designated in item 3.A. of the Information Page

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

\$ <u>0.00</u>	Total Deposit Premium
\$ <u>SEE INVOICE</u>	Prior Year's Deposit
\$ <u>SEE INVOICE</u>	Other Credits
\$ <u>SEE INVOICE</u>	Balance Due

Classification of Operations	Code No.	Premium Basis Estimated Total Annual Remuneration	Rates Per \$100 of Remu- neration	Estimated Annual Premium <small>*see Additional Fee Information below</small>
SEE CLASSIFICATION OF OPERATIONS SCHEDULE Your Workers' Compensation premium may be subject to midterm adjustment, for the unexpired term of your policy, because the Insurance Commissioner of California has the authority to disapprove rates.				
This Is Not An Invoice				

Minimum Premium \$ <u>650.00</u>	Total Estimated Annual Premium	\$ <u>662.00</u>
	Expense Constant	\$ <u>250.00</u>
	(Included in Total Estimated Annual Premium)	

Agent: VAN BROUSSARD
 Agent Phone: 562-600-0244

Countersigned _____
 Authorized Representative

This policy includes these endorsements and schedules:

WC040360A	WC040336A	WC000000C	WC040601B	25-2320ED3	56-5285ED7	PN0499011	PN049902B
51-0666	WC040301D	56-5933	WC000422C	25-9230ED3	25-3066ED2	WC040421	25-9200ED3
25-3063	25-2937	25-2425	25-9586ED1	WC040318C	25-7200	25-7517ED2	

Additional Fee Information

The following additional fees apply on an account level basis. This means that if you have several policies on one account, these fees apply to the account, not each of the policies on it.

- An **installment fee** will be assessed on every billing statement and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. Another way to have the entire installment fee waived is for an account to be signed up for paperless statement delivery method and also scheduled for recurring Electronic Funds Transfer (EFT) payments. Below is a breakdown of installment fees for Non-EFT accounts and for accounts that get paper statements (EFT and Non-EFT).

State	Installment Fee	
	Non-EFT Fee	Paper Statement Delivery Fee
California	\$6.00	Not applicable

- A **returned payment fee** applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. *NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.*

State	Returned Payment Fee
California	\$30.00

- A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
California	\$20.00

The following applies on a per-policy basis.

- If a policy is eligible and is reinstated, a **reinstatement fee** of \$25.00 will be assessed.

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

Classification of Operations(Continued)	Code No.	Premium Basis	Rates	Estimated Annual Premium
STATE: CA				
***** ENTITY 001 LOC 001 2238 STARFLOWER D PHYSICIANS' PRACTICES AND OUTPATIENT CLINICS-ALL EMPLOYEES-INCLUDING CLERICAL OFFICE EMPLOYEES AND CLERICAL TELECOMMUTER EMPLOYEES MODIFIED RATE *	8834 (01)	33,475	1.2500 * 1.0313	418.00
* MODIFIED RATE (AFTER APPLICATION OF ANY MODIFIERS/DISCOUNTS INDICATED BELOW				
COMPANY RATING PLAN MOD CLASS BALANCE TO MINIMUM TERRORISM - 9740 EXPENSE CONSTANT WC ADMIN REVOLVING FUND ASSESSMENT/USER FUNDING WC FRAUD ACCO UNT ASSESSMENT CALIF INSURANCE GUARANTEE ASSOC ASSESSMENT UNINSURED EMPLOYERS BENEFIT TRUST FUND ASSESSMENT SUBSEQUENT INJURIES BENEFITS TRUST OCCUPATIONAL SAFETY & HEALTH FUNDS LABOR ENFORCEMENT & COMPLIANCE FUND ANNUAL PREMIUM FOR STATE: CA			0.8254 0990 0.035 0.02460400 0.00412200 0.00000000 0.00150500 0.01589100 0.00726600 0.00710900	73.00- 55.00 12.00 250.00 16.00 3.00 0.00 1.00 11.00 5.00 5.00 662.00

Classification of Operations (Continued)

Workers' Compensation and Employers Liability Insurance Policy

**The contractual obligations
of this policy are assumed
only by the issuing Company
named in the Information
Page**

Farmers Insurance Group of Companies ®
4680 Wilshire Boulevard
Los Angeles, California 90010

Quick Reference

Beginning On Page

- General Section** 4
 - A. The Policy 4
 - B. Who is Insured 4
 - C. Workers Compensation Law 4
 - D. State 4
 - E. Locations 4
- Part One - Workers Compensation Insurance** 4
 - A. How This Insurance Applies 4
 - B. We Will Pay 4
 - C. We Will Defend 4
 - D. We Will Also Pay 4-5
 - E. Other Insurance 5
 - F. Payments You Must Make 5
 - G. Recovery From Others 5
 - H. Statutory Provisions 5
- Part Two - Employers Liability Insurance** 5
 - A. How This Insurance Applies 5-6
 - B. We Will Pay 6
 - C. Exclusions 6
 - D. We Will Defend 7
 - E. We Will Also Pay 7
 - F. Other Insurance 7
 - G. Limits of Liability 7
 - H. Recovery From Others 7
 - I. Actions Against Us 7
- Part Three - Other States Insurance** 8
 - A. How This Insurance Applies 8
 - B. Notice 8
- Part Four - Your Duties If Injury Occurs** 8
- Part Five - Premium** 8
 - A. Our Manuals 8
 - B. Classifications 8
 - C. Remuneration 8
 - D. Premium Payments 9
 - E. Final Premium 9
 - F. Records 9
 - G. Audit 9

Quick Reference

Beginning On Page

Part Six - Conditions	9
A. Inspection	9
B. Long Term Policy	9
C. Transfer of Your Rights and Duties	9
D. Cancellation	9-10
E. Sole Representative	10

Important: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself on the following pages for actual contractual provisions.

Please Read Your Workers Compensation And Employers Liability Policy Carefully.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION

A. The Policy

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

B. Who Is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. We Will Defend

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

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

D. We Will Also Pay

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

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

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

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.

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

B. We Will Pay

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

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

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

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law;
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

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

F. Other Insurance

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

G. Limits of Liability

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

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

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

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

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

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

H. Recovery From Others

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

I. Actions Against Us

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

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

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

B. Notice

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

PART FOUR - YOUR DUTIES IF INJURY OCCURS

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

1. Provide for immediate medical and other services required by the workers' compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

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

B. Classifications

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

C. Remuneration

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

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

D. Premium Payments

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

E. Final Premium

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

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

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

F. Records

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

G. Audit

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

PART SIX - CONDITIONS

A. Inspection

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

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

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

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

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

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

E. Sole Representative

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

CALIFORNIA CANCELATION ENDORSEMENT

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

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

Cancellation:

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

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

Endorsement Effective
 Insured

Policy No.
 Insurance Company

Endorsement No.

Countersigned
 By _____

California State Assessment And Surcharge



Dear Valued Customer,

The State of California requires all insurance companies providing Workers' Compensation insurance in the state to charge User Fee, Fraud Investigation and Trust Fund assessments on all policies. This money is then remitted to the State and used to support the Administration of the Workers' Compensation laws.

Each assessment is displayed in the policy declaration page(s) together with the rate being charged and the estimated charges.



ADDITIONAL CONDITIONS

Applicable only if this policy is issued by the Truck Insurance Exchange, Farmers Insurance Exchange or Mid-Century Insurance Company.

RECIPROCAL PROVISIONS

As used in these provisions the term "Underwriters Associations" means the Truck Underwriters Association or the Farmers Underwriters Association respectively, attorney-in-fact for the Insurance Exchange issuing the policy.

This policy is made and issued in consideration of your premium payment to us. It is also issued in consideration of the information you gave to us during the application process, some of which is set out in the policy Information Page, and in consideration of the Subscription Agreement, which is provided to you and is incorporated herein by reference. You acknowledge that you have read, understood and agree to all the terms and conditions of the Subscription Agreement. Among other things, the Subscription Agreement appoints your Attorney-in-Fact, authorizes your Attorney-in-Fact to execute interinsurance policies between you and other subscribers and to perform various functions, and addresses compensation of the Attorney-in-Fact.

Nothing in this policy is intended, or shall be construed, to create either:

- a. A partnership or mutual insurance association, or
- b. Any joint liability.

We may sue or be sued in our own name, as though we were an individual, if necessary to enforce any claims which arise under this policy. In any suit against us, service of process shall be upon the Underwriters Association, Attorney-in-Fact.

Membership fees which you pay are not part of the premium. They are fully earned when you are granted membership and coverage is effective. They are not returnable. However, they may be applied as a credit to membership fees required of you for other insurance which we agree to write.

We hold the Annual Meeting of the members of the Truck Insurance Exchange at our Home Office at Los Angeles, California, on the first Tuesday following the first Monday following the 15th day of March of each year at 1:00 p.m. If this policy is issued by the Farmers Insurance Exchange such meeting is held at the same place on the first Monday following the 15th of March of each year at 2:00 p.m. The Board of Governors may elect to change the time and place of the meeting. If they do so, you will be mailed a written or printed notice at your last known address at least ten days before such a time. Otherwise, no notice will be sent to you.

The Board of Governors shall be chosen by subscribers from among yourselves. This will take place at the annual meeting or at any special meeting which is held for that purpose. The Board of Governors shall have full power and authority to establish such rules and regulations for our management as are not inconsistent with the subscribers' agreements.

Your premium for this policy and all payment made for its continuance shall be payable to us at our Home Office or such location named by us in your premium notice. The funds which you pay shall be placed to your credit on our records. They will be applied to the payment of your proportion of losses and expenses and to the establishment of reserves and general surplus. The Board of Governors or its Executive Committee has the authority to deposit, withdraw, invest and reinvest such funds. You agree that any amount which the Board of Governors allocates to our surplus fund may be retained by us. Also, after provision is made for all of our liabilities, it may be applied to any purpose deemed proper and advantageous to you and other policyholders.

This policy is nonassessable.

SPECIAL PROVISIONS

(Applicable only if this policy is issued by Mid-Century Insurance Company.)

Policy fees which you pay are not part of the premium. They are fully earned when the policy is issued. They are not returnable. However, they may be applied as a credit to policy fees required of you for other insurance which we agree to write.

This policy shall not be effective unless countersigned on the Information Page by a duly authorized representative of the Company named on the Information Page.

The Company named on the Information Page has caused this policy to be signed by the officers shown below.

TRUCK INSURANCE EXCHANGE

by Truck Underwriters Association, Attorney-in-Fact

FARMERS INSURANCE EXCHANGE

by Farmers Underwriters Association, Attorney-in-Fact

MID-CENTURY INSURANCE COMPANY

Secretary

President

POLICYHOLDER NOTICE
YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us MID-CENTURY INSURANCE COMPANY

- (1) General questions regarding your policy should be directed to the **Farmers[®] Insurance Group** Customer Service Office:

Woodland Hills Business Insurance Center
6303 Owensmouth Avenue
Woodland Hills, CA 91367-2361
Telephone: 877-411-4249
Fax: 855-866-6875
Email Address: business.customerservice@farmersinsurance.com
Website: Farmers.com

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

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

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

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan-1995 (USRP)* and the *California Workers' Compensation Experience Rating Plan-1995 (ERP)*. WCIRB contact information is: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at wcirb.com.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

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

A. Our Dispute Resolution Process.

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

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

Woodland Hills Business Insurance Center
6303 Owensmouth Avenue
Woodland Hills, CA 91367-2361
Telephone: 877-411-4249
Fax: 855-866-6875
Email Address: business.customerservice@farmersinsurance.com
Website: Farmers.com

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

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

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

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

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

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

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

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

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

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

This policy shall not be effective unless countersigned on the Information Page by a duly authorized representative of the Company named on the Information Page.

The Company named on the Information Page has caused this policy to be signed by the Officers shown below.

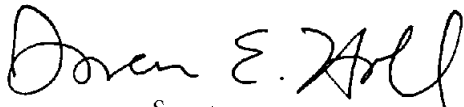
TRUCK INSURANCE EXCHANGE

by Truck Underwriters Association
Attorney-in-Fact

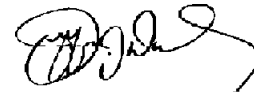
MID-CENTURY INSURANCE COMPANY

FARMERS INSURANCE EXCHANGE

by Farmers Underwriters Association
Attorney-in-Fact



Secretary



President

NOTICE

1. DO NOT FAIL TO NOTIFY THE HOME OFFICE OF THE COMPANY AT LOS ANGELES, CALIFORNIA, OR ITS DULY AUTHORIZED BRANCH CLAIMS OFFICE OF EVERY ACCIDENT, HOWEVER SLIGHT, IMMEDIATELY UPON ITS OCCURRENCE.
2. DO NOT DELAY SENDING IN NOTICE BECAUSE YOU ARE UNABLE TO GIVE ALL THE INFORMATION DESIRED. SEND A COMPLETED NOTICE LATER.



Dear Valued Customer:

Economic expansion over the past several years has generated significant growth for businesses. Additionally, rising labor costs may have reduced the accuracy of the payroll shown in your policy and may no longer accurately reflect your current operation.

To help keep pace with inflation and avoid a large audit premium charge at the end of the next policy term, the estimated payroll on your policy has been increased as shown on the Classification of Operations page of your enclosed Renewal notice. The adjustment is based on current labor costs and other inflationary factors. Customers have told us that they prefer to pay a little extra each month rather than a large payment at the end of the year. The payroll amount indicated on the Renewal notice does not waive the final audit provision or any other provisions of your policy.

The recommended change may not reflect your actual circumstances. If your business has grown or changed in any way and you have not updated your payroll recently, your situation may require an adjustment of payroll.

If you believe this increase does not reflect the actual growth in payroll for your business, please contact your Agent who will make any additional changes for you.

Thank you for your business and we look forward to serving you into the future.



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

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

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

A. How This Insurance Applies

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

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

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

1. Exclusion 1 is amended to read as follows:

1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:

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

4. The following exclusions are added:

1. bodily injury to any member of the flying crew of any aircraft.
2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE
Jointly Conducted Operations Exclusion

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

THIS POLICY DOES NOT INSURE LIABILITY FROM JOINTLY CONDUCTED OPERATIONS

Any liability which the employer named in Item 1 of the Information Page may have arising out of operations conducted jointly by the named employer with any other person, firm or corporation, except as specifically set forth in Item 1 of the Information Page or by endorsement attached to this policy.

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES, AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

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

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

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

POLICYHOLDER NOTICE

California Workers' Compensation Insurance Rating Laws

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

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

California Workers' Compensation Insurance Notice of Nonrenewal

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

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

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

(A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).

(B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

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

POLICY AMENDATORY ENDORSEMENT CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

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

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

Definitions

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

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

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

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

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

State	Rate	Schedule	Premium	State	Rate	Schedule	Premium
CA	0.035		12.00				

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA

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

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

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

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

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

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

**ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE
LIMITED LIABILITY COMPANY COVERAGE / EXCLUSION - CALIFORNIA**

If the employer named in Item 1 of the Information Page is a limited liability company, this policy applies to all working members receiving wages irrespective of profits from the limited liability company, as employees, except those managing members excluded below.

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

Managing Members/Trustees Excluded	Title
BETSY CAPORALE	MEMBER
EMILY MURCHISON	MEMBER

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

It is further agreed that remuneration when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

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

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

Endorsement Effective	Policy No.	Endorsement No.
Insured	Insurance Company	

Countersigned by _____

Important Notice

Please Read!



Any changes to your business that could affect your insurance policy or coverage should be reported to us immediately. State Workers' Compensation bureaus, and your policy contract with Farmers®, require that current and accurate information be used as the basis for determining insurance coverage and pricing.

Examples of changes that should be immediately reported include, but may not be limited to:

- Mailing address change;
- Location change;
- Additional locations added;
- Additional states added;
- Changes in operations requiring removal or addition of classifications to the policy;
- Change in corporate entity type or status;
- FEIN number has changed, and;
- Change in ownership.

Please contact your Farmers agent immediately if any of these changes should occur.

NOTE: Failure to report changes in a timely manner could result in insufficient coverage as well as fines imposed by Workers' Compensation state bureaus.

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

THIS IS AN OCCURRENCE POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

The Company agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the Declarations and in the Application and subject to the Limit of Liability, exclusions, conditions and other terms of this policy, as follows:

I. COVERAGES

A. COVERAGE A, PROFESSIONAL LIABILITY COVERAGE

If indicated by a specific premium in the Declarations, the Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** caused by an **Incident** or **Personal and Advertising Injury** offense, to which this insurance applies in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations; which occurs during the **Policy Period**.

B. COVERAGE B, GENERAL LIABILITY COVERAGE

If indicated by a specific premium in the Declarations, the Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury**, **Property Damage** or **Personal and Advertising Injury** to which this insurance applies in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, caused by an **Occurrence** during the **Policy Period**. This coverage specifically includes the following extensions:

1. Contractual Liability: **Bodily Injury** or **Property Damage** resulting from any **Incidental Contract** relating to the operation of the **Named Insured's** business, except if such injury or damage occurred prior to the execution of the **Incidental Contract**;
2. Host Liquor Liability: **Bodily Injury** or **Property Damage** arising out of the giving or serving of alcoholic beverages at functions incidental to the **Named Insured's** business;
3. Damage To Premises Rented To You: **Property Damage** to structures or portions thereof rented to or leased to the **Named Insured**, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire. Solely as respects Damage To Premises Rented To You coverage, all of the exclusions of the policy, other than Exclusions 6, 12 and 13 and the Nuclear Energy Liability Exclusion (Broad Form) are deleted;

As respects coverage(s) provided by this insurance, the Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** on account of such **Bodily Injury**, **Property Damage**, **Personal and Advertising Injury**, even if any of the allegations of the **Suit** are groundless, false or fraudulent, but the Company shall not be obligated to pay any claim or judgment or continue to defend any **Suit** after the applicable limit of the Company's liability has been exhausted by payment of **Damages**.

The Company, at its option, shall select and assign defense counsel; however, the **Named Insured** may engage additional counsel, solely at their expense, to associate in the defense of any claim covered hereunder. **Claims Expenses** incurred by the Company shall be paid in addition to the applicable Limits of Liability. The Company shall also have the right to investigate any claim and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the Company and elects to contest the claim or continue any legal proceedings in connection with such claim, then the Company shall be relieved of any

Healthcare Professional Liability

claim or continue any legal proceedings in connection with such claim, then the Company shall be relieved of any further duty to defend the claim, and the liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the claim could have been settled as well as the **Claims Expenses** incurred by the Company or with the Company's consent up to the date of such refusal. The **Insured** shall not admit liability, nor assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's written consent.

II. PERSONS INSURED

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

- A. If the **Named Insured** is an individual, the **Named Insured** so designated in the Declarations;
- B. If the **Named Insured** is a sole proprietorship, the **Named Insured** so designated in the Declarations;
- C. If the **Named Insured** is a partnership, the partnership so designated in the Declarations and any partner thereof;
- D. If the **Named Insured** is other than an individual, sole proprietorship or partnership, the organization so designated in the Declarations, and any owner, officer, director, principal, trustee or stockholder thereof;
- E. Any employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan or unpaid volunteer during the employee's term of employment with the **Named Insured**;
- F. Any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**;
- G. Any professional serving as a temporary replacement or substitute for an **Insured**, but solely while such person was acting within their duties for, and on behalf of, the **Named Insured**. During the term of such replacement, the person who is replaced by, or substituted for, shall not be an **Insured** under this policy, as respects COVERAGES A. and B.

III. LIMITS OF LIABILITY

Regardless of the number of Coverage Parts that apply, the number of **Insureds** under this insurance, the number of persons and/or organizations who sustain **Bodily Injury, Property Damage, Personal Injury** and/or **Advertising Injury**, or the number of claims made or **Suits** brought, the Company's liability is limited as follows:

- A. The Limit of Liability stated in the Declarations as applicable to "each **Incident**" or "each **Occurrence**" is the total limit of the Company's liability for all Damages for "each **Incident**" and/or "each **Occurrence**" covered by the policy. All claims arising from the same or related **Incident, Occurrence** and/or **Personal Injury** shall be considered a single claim for the purpose of this insurance and shall be subject to the same Limit of Liability.
- B. The Limit of Liability stated in the Declarations as "Aggregate" is, subject to the above provisions involving "each **Incident**" and/or "each **Occurrence**," the total limit of the Company's liability under this policy for all **Damages**. However, the Limit of Liability stated in the Declarations as "Aggregate" shall apply separately to any individual defined as an **Insured** under Section II, PERSONS INSURED, Subsections A, B, C or E, or any organization defined as an **Insured** under Subsection D.

IV. POLICY TERRITORY

This insurance applies to **Bodily Injury, Property Damage, Personal Injury, or Advertising Injury** which occurs anywhere in the world, provided that claim is made or **Suit** is brought within the United States of America, its territories or possessions, or Canada.

V. SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable Limit of Liability:

Healthcare Professional Liability

A. FIRST PARTY ASSAULT:

Up to \$10,000, for:

1. medical expenses incurred as a result of **Bodily Injury** to the **Insured**; and
2. repair or replacement of personal property owned by the **Insured**;

caused by any one **Assault** by, or at the direction of, a person other than an **Insured** during the **Policy Period**, which happens on the **Insured's** workplace premises, including the ways immediately adjoining such workplace premises, while away from such workplace premises while conducting an authorized work activity, or while travelling to or from such workplace premises.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$25,000 for all **Assaults** which happen during the **Policy Period**.

This coverage does not apply to damage to any mode of transportation used by the **Insured** to go to and from the **Insured's** workplace premises, or damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.

This coverage applies as excess over any other available insurance covering such loss;

B. LICENSING BOARD REIMBURSEMENT:

Up to \$10,000 for attorney fees, and other costs, expenses or fees resulting from the investigation or defense of all proceedings before any entity responsible for regulating the **Insured's** professional conduct, arising out of an **Incident**, incurred as a result of notice or notices of proceedings first received by the **Insured** during the **Policy Period**. This payment, however, does not apply to any expenses or fees resulting from criminal proceedings.

All such proceedings arising out of the same or related Incident shall be:

1. considered first made during the **Policy Period** in which the earliest complaint arising out of such same or related **Incident** was made; and
2. subject to a single limit as stated above.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$25,000 for all **Incidents** of which notice or notices are first received by all **Insureds** during the **Policy Period**.

C. WAGE LOSS AND EXPENSE:

For lost wages, costs and expenses, caused by the **Insured's** attendance at the Company's request at any trial(s), hearing(s) or arbitration proceedings(s) involving a civil **Suit(s)** against such **Insured** for covered **Damages** the Company will pay up to \$500 per Insured per day for the Insured's lost wages, costs and expenses. Regardless of the number of **Insureds**, trials, hearings or arbitration proceedings, the amount so payable for any one series of trials, hearings or arbitration proceedings arising out of the same **Incident** and/or **Occurrence** shall not exceed \$10,000. The maximum amount the Company will pay for all Incidents and/or Occurrences during the Policy Period shall not exceed \$25,000.

D. DEPOSITION EXPENSE:

Up to \$10,000, for all reasonable fees, costs and expenses necessary to represent the **Insured** at all depositions, which the **Insured** is required to attend, arising out of the profession indicated in the Declarations, of which notice or notices of required attendance are first received by the **Insured** during the **Policy Period**. This payment does not apply to any deposition where the **Insured** is acting as a paid expert.

Healthcare Professional Liability

E. FIRST AID REIMBURSEMENT:

Up to \$10,000, for all medical related expenses for which the **Insured** has voluntarily made payment or incurred, for first aid rendered to others because of any **Bodily Injury** covered by this policy. For purposes of this Supplementary Payment, first aid is the provision of initial care for an illness or injury until definitive medical treatment can be accessed.

This provision does not apply to **Bodily Injury** to any person defined as an **Insured** in this policy.

F. MEDICAL PAYMENTS:

The Company will pay, in addition to the applicable Limit of Liability, up to \$10,000 per person, to or for each person who sustains **Bodily Injury** caused by an **Occurrence** during the **Policy Period**:

1. while on the premises owned by or rented to the **Insured** with the permission of the **Insured**;
or
2. while elsewhere if such **Bodily Injury**:
 - a. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining; or
 - b. is caused by the activities of the **Insured**; or
 - c. is caused by the activities of, or is sustained by, a residence employee while engaged in activities as a lawful employee of the **Insured**;

the reasonable expense of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four (4) years from the date of **Occurrence**.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$100,000 for all persons who sustain **Bodily Injury**.

G. DAMAGE TO PROPERTY OF OTHERS:

The Company will pay, in addition to the applicable Limit of Liability, up to \$10,000 for all damage to the property of others that is caused by the **Insured** during the **Policy Period**. The Company will not pay for damage to the property of others if such damage arises out of:

1. any act or omission with regard to any premises, other than your residence premises, which is owned, rented or controlled by an **Insured**; or
2. the **Insured's** ownership, use, care, or entrustment to others of an **Automobile, Mobile Equipment**, watercraft or aircraft.

Within sixty (60) days from the date of loss, the **Insured** must submit a sworn statement of such loss to the Company. The **Insured** must also exhibit the damaged property if such property is in the **Insured's** possession and/or control.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$10,000 during the **Policy Period**.

VI. EXCLUSIONS

This insurance does not apply:

1. with respect to **Advertising Injury**:
 - a. to any **Insured** in the business of advertising, broadcasting, publishing or telecasting; or

Healthcare Professional Liability

- b. to any injury arising out of any act committed by any **Insured** with actual malice;
- 2. to **Advertising Injury** arising out of:
 - a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract; or
 - b. infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
 - c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- 3. to any obligation for which the **Insured**, or any carrier as his/her insurer, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
- 4. to **Bodily Injury** or **Personal Injury** to any employee of the **Insured** arising out of and in the course of his/her employment by the **Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
- 5. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any watercraft owned or operated by or rented or loaned to any **Insured**; or
 - b. any other watercraft operated by any person in the course of his/her employment by any **Insured**.

This exclusion does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **Named Insured** nor being used to carry persons or property for a charge. Irrespective of this coverage, where the **Insured** is covered or protected by other insurance against any loss or claim which would otherwise have been paid by the Company under this policy there shall be no contribution or participation by this Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise;

- 6. to any claim, action, judgement, liability, settlement, loss, defense, cost or expense in anyway arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, sound or noise, heat or cold, into or upon land, the atmosphere or any water course or body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

But this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

- a. materials which are or were at any time used for the handling, storage, disposal, processing or treatment of waste; or
- b. any premises, site or location:
 - i. which is or was at any time used for handling, storage, disposal, processing or treatment of waste; or
 - ii. on which any **Insured** or contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
- 7. to **Bodily Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition **Incident** to any of the foregoing;

Healthcare Professional Liability

8. to **Bodily Injury** or **Property Damage** for which the **Insured** or the **Insured's** indemnitee may be liable:
 - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
 - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of, the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, including the selling, serving or giving of any alcoholic beverage to a minor;
9. to **Property Damage** included within:
 - a. the **Explosion Hazard**;
 - b. the **Collapse Hazard**;
 - c. the **Underground Property Damage Hazard**;
10. to any dishonest, fraudulent, criminal or malicious act or omission of any **Insured**;
11. to any claim made by an employer against an **Insured** if the **Insured** is a salaried employee of such employer;
12. to acts or omissions by any **Insured** expected or intended to cause **Bodily Injury** or **Property Damage** regardless or whether or not such act or omission was intended to cause the specific **Bodily Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured** which results in **Bodily Injury**, if such **Bodily Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property;
13. to liability assumed by any **Insured** under any contract or agreement except to the extent:
 - a. such **Insured** would be liable in the absence of such contract or agreement, including liability assumed by any **Insured** under a contract or agreement with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization;
 - b. the contract or agreement is an **Incidental Contract** and COVERAGE B, GENERAL LIABILITY COVERAGE has been purchased;
14. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any **Automobile** or aircraft owned or operated by or rented or loaned to any **Insured**; or
 - b. any other **Automobile** or aircraft operated by any person in the course of his or her employment by any **Insured**; but this exclusion does not apply to the parking of an **Automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **Automobile** is not owned by or rented or loaned to any **Insured**;
15. to **Bodily Injury** or **Property Damage** arising out of:
 - a. the ownership, maintenance, operation, use, loading or unloading of any **Mobile Equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - b. the operation or use of any snowmobile or trailer designed for use therewith;
16. to **Bodily Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured**;
17. to **Property Damage** to:
 - a. property owned, rented or occupied by, the **Named Insured**; or
 - b. personal property in the care, custody or control of the **Insured**;

Healthcare Professional Liability

18. to **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
19. to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - a. a delay in or lack of performance by or on behalf of the **Named Insured** or any contract or agreement; or
 - b. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet with the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Named Insured's Product** or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than an **Insured**;
20. to **Property Damage** to the **Named Insured's Products** arising out of the use of such products or any part of such products;
21. to claims brought for the withdrawal, inspection, repair, replacement, or loss of use of the **Named Insured's Products** or work completed by or for the **Named Insured** or any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
22. to claims brought against any **Insured** as a proprietor, owner, partner, manager, superintendent, or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility, foster care agency, adoption agency or any other facility not specified in the Declarations or any endorsement thereto;
23. to claims arising out of the services performed by any **Insured** as a physician, surgeon, dentist, nurse midwife, chiropractor, podiatrist, osteopath, psychiatrist, cytotechnologist, or perfusionist, except for services performed as an optometric physician, or to claims brought against the **Insured** arising out of any trade, business, employment, profession or occupation other than as specified in the Declarations or any endorsement thereto;
24. to claims based on or arising out of the practice of the **Named Insured's** business or professional occupation as stated in the Declarations unless the **Insured** is properly licensed or certified by the laws of the state(s) in which the **Insured** practices or conducts business or is otherwise qualified to practice the **Named Insured's** business or professional occupation in the absence of such law;
25. to claims based on or arising out of services provided by any **Insured**, to the extent such services are not authorized or permitted by the laws of the state(s) in which such **Insured** practices or conducts business;
26. to any claims based on or arising out of any act or omission by an **Insured** with respect to hiring, termination, harassment, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person;
27. to any claims made or **Suits** brought against any **Insured** alleging in whole or part;
 - a. physical assault, abuse, molestation, or habitual neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed, by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
 - b. sexual assault, abuse, or molestation, or licentious, immoral, amoral or other behavior which was threatened, intended to, lead to or culminated in, any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part, for any **Damages** arising out of sexual and/or physical abuse,

Healthcare Professional Liability

including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the sexual abuse and/or physical abuse, failure to prevent assault and battery, failure to discharge the employee.

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any claim upon which **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to any **Insured** or an admission by any **Insured**, shall establish that such behavior caused, in whole or part, the injury claimed in such claim or **Suit**. The Company shall not be required to appeal a judgment or final adjudication adverse to the **Insured**. This duty to defend will not apply to claims brought alleging conduct specified in Exclusion 26, above;

28. to **Bodily Injury** and **Property Damage** included within the **Products Hazard** or **Completed Operations Hazard**;
29. to **Personal Injury** or **Advertising Injury** arising out of:
 - a. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
 - b. a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy if the first injurious publication or utterance of the same or similar material by or on behalf of the **Named Insured** was made prior to the effective date of this insurance;
 - c. libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **Insured** with knowledge of falsity thereof;
30. to any claim brought by, or on behalf of, any **Insured** under this policy against any other **Insured** under this policy, except if such claim results from services rendered in a patient or client relationship;

VII. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

“**Advertising Injury**” means injury arising out of an offense committed during the **Policy Period** occurring in the course of the **Named Insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation or right of privacy, piracy, or infringement of copyright, title or slogan;

“**Assault**” means any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm;

“**Automobile**” means any land motor vehicle, tractor, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**;

“**Bodily Injury**” means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any person which occurs during the **Policy Period** including death at any time resulting therefrom;

“**Claims Expenses**” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the Company and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, **Suit** or proceedings arising in connection therewith, if incurred by the Company, or by the **Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company;
- B. all costs taxed against the **Insured** in such **Suits** and all interest on the entire amount of any judgment therein which accrues after entry of the judgement and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgement which does not exceed the limit of the Company's liability;

Healthcare Professional Liability

- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Suits**, but not for bond amounts in excess of the applicable Limit of Liability of this policy, but the Company shall have no obligation to apply for or furnish any such bond;

“**Collapse Hazard**” includes “**Structural Property Damage**” as defined herein and **Property Damage** to any other property at any time resulting therefrom. “**Structural Property Damage**” means the collapse of or structural injury to any building or structure due to:

- A. grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- B. moving, shoring, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support thereof.

The **Collapse Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- C. for which liability is assumed by the **Insured** under an **Incidental Contract**;

“**Completed Operations Hazard**” includes **Bodily Injury** and **Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Named Insured**. “Operations” includes materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- A. when all operations to be performed by or on behalf of the **Named Insured** under the contract have been completed; or
- B. when all operations to be performed by or on behalf of the **Named Insured** at the site of the operations have been completed; or
- C. when the portion of the work of which the **Bodily Injury** or **Property 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 part of the same project.

Operations which may require further service, maintenance work, correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **Completed Operations Hazard** does not include **Bodily Injury** or **Property Damage** arising out of:

- A. operations in connection with the transportation of property, unless the **Bodily Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof; or
- B. the existence of tools, installed equipment or abandoned or unused material; or
- C. operations for which the classification stated in the policy or in the Company’s manual specifies “including completed operations”;

“**Damages**” means compensatory judgments, settlements or awards but does not include punitive or exemplary **Damages**, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual **Damages** under federal or state law. However, if a **Suit** is brought against the **Insured** with respect to a claim for alleged acts or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary **Damages**, then the Company will afford a defense to such action, without liability however, for payment of such punitive or exemplary **Damages**;

“**Explosion Hazard**” includes **Property Damage** arising out of blasting or explosion. The **Explosion Hazard** does not include **Property Damage**:

Healthcare Professional Liability

- A. arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- B. arising out of operations performed for the **Named Insured** by independent contractors; or
- C. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- D. for which liability is assumed by the **Insured** under an **Incidental Contract**;

“**Hostile Fire**” means one which becomes uncontrollable or breaks out from where it was intended to be;

“**Incident**” means any act or omission:

- A. in the rendering of or failure to render services by the **Insured**, or by any person for whom the **Insured** is legally responsible; including but not limited to services as a Good Samaritan; or
- B. in the performance of services by the **Insured** as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a professional organization; in the conduct of the business or professional occupation specified in the Declarations.

Any such act or omission together with all related acts or omissions shall be considered one **Incident** and be subject to the same Limit of Liability;

“**Incidental Contract**” means any oral or written contract or agreement relating to the operation of the **Named Insured’s** business, except as respects Fire Legal Liability;

“**Insured**” means any person or organization qualifying as an **Insured** in Section II, PERSONS INSURED. The insurance afforded applies separately to each **Insured** against whom claim is made or **Suit** is brought, except with respect to the Company’s “Each **Incident**” or “Each **Occurrence**” Limit of Liability, but this provision does not expand or alter the coverage under this policy;

“**Mobile Equipment**” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled:

- A. not subject to motor vehicle registration; or
- B. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining; or
- C. designed for use principally off public roads; or
- D. designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

“**Named Insured**” means the organization named in Item 1 of the Declarations of this policy. “**Named Insured**” also shall include any organization which is acquired or formed by the **Named Insured** and over which the **Named Insured** maintains ownership or majority interest, other than a joint venture, but this insurance shall not apply if such new organization is also an **Insured** under any other similar liability or indemnity policy or would be insured under any such policy but for exhaustion of its limits of liability. Unless written notice is given to the Company, this coverage shall terminate ninety (90) days from the date any such organization is acquired or formed by the **Named Insured**, or the end of the **Policy Period** whichever is earlier, and shall only apply to claims brought against the **Insured** arising out of the business or professional occupation specified in the Declarations;

“**Named Insured’s Products**” means goods or products manufactured by the **Named Insured** or by others trading under the name of the **Named Insured**, including any container thereof;

Healthcare Professional Liability

“**Occurrence**” means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **Bodily Injury** or **Property Damage**, neither expected nor intended from the standpoint of any **Insured** or **Advertising Injury**;

“**Personal Injury**” means injury arising out of an offense committed during the **Policy Period**, if such injury result from:

- A. false arrest, detention or imprisonment, or malicious prosecution; or
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Named Insured**; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy;

Any such act, described in A, B or C above, together with all related acts described in A, B or C above shall be considered one **Personal Injury** and be subject to the same Limit of Liability.

“**Policy Period**” means, whenever used in this policy, the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any;

“**Products Hazard**” includes **Bodily Injury** and **Property Damage** arising out of the **Named Insured’s Products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from the premises owned by or rented to the **Named Insured** and after physical possession of such products has been relinquished to others. Equipment specifically designed, made or altered by the **Insured** for a patient or client in the performance of the **Insured’s** profession or operation of business, shall not be included in the “**Products Hazard**”;

“**Property Damage**” means:

- A. physical injury to or destruction of tangible property which occurs during the **Policy Period**, including the loss of use thereof at any time resulting therefrom; or
- B. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the **Policy Period**; or
- C. economic loss, whether or not resulting from physical injury or damage to person or property, except if such loss was caused, or alleged to have been caused, in whole or part, by anti-trust, breach of contract, price-fixing, restraint of trade or unfair business practices by any **Insured**;

“**Suit**” includes lawsuit and/or arbitration proceedings to which the **Insured** is required to submit to or to which the **Insured** has submitted with the Company’s consent;

“**Underground Property Damage Hazard**” includes **Underground Property Damage** as defined herein and **Property Damage** to any other property at any time resulting therefrom. “**Underground Property Damage**” means **Property Damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving. The **Underground Property Damage Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard**; or
- C. of which liability is assumed by the **Insured** under an **Incidental Contract**.

VIII. CONDITIONS

A. LEGAL ACTION AGAINST THE COMPANY

Healthcare Professional Liability

A person or organization may bring **Suit** against the Company including, but not limited to, a **Suit** to recover on an agreed settlement or on a final judgement against an **Insured**; but the Company will not be liable for **Damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the Company unless there has been full compliance with all of the terms of this policy.

B. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed herein; if, however, the **Named Insured** shall die, such insurance as afforded by this policy shall apply (1) to the **Named Insured's** legal representative as the **Named Insured**, but only while acting within the scope of his/her duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

C. ASSISTANCE AND COOPERATION OF INSURED

The **Insured** shall give written notice to the Company as soon as practicable of any claim made against the **Insured** or of any specific circumstances involving a particular person likely to result in a claim. The notice shall identify the **Insured** and contain reasonably obtainable information with respect to the time, place and circumstances of the injury, including the names and addresses of the injured and of available witnesses and the extent of the type of claim anticipated. If a claim is made or **Suit** is brought against the **Insured**, the **Insured** shall immediately forward to the Company every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

The **Insured** and each of its employees shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of **Suits** and enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of injury or **Damage** with respect to which this insurance is afforded under this policy; and the **Insured**, and any of its members, partners, officers, directors, stockholders and employees that the Company deems necessary shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligations or incur any expense.

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

E. CANCELLATION AND NONRENEWAL

1. CANCELLATION

This insurance may be canceled on the customary short-rate basis by the **Named Insured** at any time by written notice or by surrender of this insurance to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the **Insured's** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** in the Declarations requires that return premium be computed on a pro-rata basis, even in the event of cancellation by the **Named Insured**.

Healthcare Professional Liability

This insurance may also be canceled, with or without the return or tender of the unearned premium, by the Company or by its authorized representative on its behalf, by sending to the **Named Insured**, by first-class registered or certified mail, at the **Named Insured's** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the **Named Insured**. In case of nonpayment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Minimum premium shall not apply to the return of unearned premium if cancellation is by the Company.

Cancellation by the Company shall only be effective if based on one or more of the following reasons:

- a. nonpayment of premium;
- b. the policy was obtained through material misrepresentation that was relied on by the Company, and such policy would not have been issued by the Company under the same terms and conditions if correct information had been disclosed;
- c. material failure to comply with any policy term, condition or contractual duty;
- d. the risk originally accepted has measurably increased; or
- e. loss by the Company of reinsurance which provided coverage for all or a substantial part of the risk insured.

2. NONRENEWAL

The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** not less than ninety (90) days before the policy expires. "Nonrenewal" shall include the failure of the Company to offer a renewal policy which provides types and limits of coverage substantially equivalent to those contained in the expiring policy.

Any notice of cancellation or nonrenewal will be mailed by first-class registered or certified mail to the **Named Insured** at the last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.

F. CHANGES

The terms of this policy shall not be waived or changed, except by endorsement issued to form a part of this policy.

G. DECLARATIONS

By acceptance of this policy, the **Insured** agrees that the statements in the Declarations are the **Insured's** agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

H. OTHER INSURANCE

If there is other valid insurance (whether primary, excess, contingent or self-insurance) which may apply against a loss or claim covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance. When this insurance is excess, the Company shall have no duty under this policy to defend any claim or **Suit** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such claim or **Suit**, the Company shall be entitled to the **Insured's** rights against all such other insurers or self-insurers for any **Claims Expenses** incurred by the Company.

When both this insurance and other insurance or self-insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss or defense costs than the applicable Limit of Liability under this policy for such loss bears to the total

Healthcare Professional Liability

applicable limit of liability of all valid and collectible insurance against such loss. Subject to the foregoing, if a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro-rata.

I. REIMBURSEMENT

While the Company has no duty to do so, if the Company pays **Damages** or **Claims Expenses**:

- a. within the amount of the applicable Deductible;
- b. in excess of the applicable Limit of Liability,

all **Insureds** shall be jointly and severally liable to the Company for such amounts. Upon written demand, the **Insured** shall repay such amounts to the Company within thirty (30) days thereof. Failure to pay any amount indicated may lead to policy cancellation.

J. SUBROGATION

To the extent of any payment under this policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefore against any person, organization or entity and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after any loss to prejudice such rights.

K. PREMIUM

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the **Policy Period**. At the close of each period (or part thereof terminating with the end of the **Policy Period**) designated in the Declarations as the audit period the earned premium shall be computed for such period, and upon notice thereof to the **Named Insured**, shall become due and payable. If the total earned premium for the **Policy Period** is less than the premium previously paid, the Company shall return to the **Named Insured** the unearned portion paid by the **Named Insured**.

The **Named Insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the **Policy Period** and at such times during the **Policy Period** as the Company may direct.

L. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time. Neither the Company's rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Named Insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the **Named Insured's** books and records at any time during the **Policy Period** and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance.

M. AUTHORIZATION

The first **Named Insured** listed in the Declarations or in any amendment thereto, agrees to act on behalf of all other **Insureds** with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy and in the receiving of any return premiums that may become due hereunder.

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any amendment thereto, is hereby designated to so act on their behalf.

Healthcare Professional Liability



N. LIBERALIZATION

If the Company adopts a revision, at any time during the **Policy Period**, which would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.

Handwritten signature of Christopher L. Peirce in black ink.

PRESIDENT
Christopher L. Peirce

Handwritten signature of Mark C. Touhey in black ink.

VICE PRESIDENT and SECRETARY
Mark C. Touhey



WORKERS' COMPENSATION INSURANCE PROGRAM

Quote Number: JAE179

Presented By:

Van Broussard
13433 Lambert Rd Ste C
Whittier, CA 90605-2457
562-600-0244
PRODUCER NUMBER #29583FL
LICENSE NUMBER #0C32650

Prepared For:

AUGMENTATIVE COMMUNICATION SO
2238 Starflower Dr
Tracy, CA 95376

August 10, 2023

DISCLAIMER - This is only a proposal for insurance, and is not an insurance policy, or part of or incorporated into an insurance policy. It only provides an estimate of premium, not the final premium amount. The coverages summarized in this quote proposal and any estimate of premium are based on information received through the prospective insured and may not include all available coverages. Coverage descriptions are abbreviated and do not indicate in force coverage. The need for any additional or optional coverages should be discussed with your insurance agent. The issuance of an insurance policy contract with the actual premium amount is contingent upon the application of underwriting criteria and is subject to rates approved or mandated by the appropriate state regulatory authority. Only the insurance policy would provide coverage and its terms and conditions supersede this proposal. In the event of any conflict between this proposal and the policy language, the policy language would prevail.



Why Our Agency?

Our personnel are not only professional insurance experts, they are also friendly, courteous and responsible. After all, servicing our clients is what made our Agency one of the best in the country.

Because we are insurance specialists, our commercial lines staff handles the placing of all commercial risks quickly and accurately.

Unique benefits you receive as a preferred commercial client include personalized service on your policy as well as an annual Insurance Review. It is our mission to exceed your expectations by providing superior products and service.

We appreciate the opportunity to serve as your Business Insurance Partner. If you have any questions, please call.

ESTIMATED ANNUAL PREMIUM

***New Payment Option:**

Workers Comp offers Farmers RealTime BillingSM which is a pay plan with more convenience and benefits: pay based on actual payroll, you pay as you go, stabilize and maximize your cash flow. Please contact your agent for more information.

Quote Effective Date: 08/09/2023

Mid-Century Insurance Company

COVERAGE LIMITS

A. Workers Compensation		All Benefits provided by State Law
B. Employers Liability	Bodily Injury by Accident (each accident)	1000,000
	Bodily Injury by Disease (each employee)	1000,000
	Bodily Injury by Disease (annual aggregate)	1000,000

Entity 1	AUGMENTATIVE COMMUNICATION SO
	Federal Employer Identification Number: *****3148

Location By State

State: CA Entity Number: 1 Location: 1
2238 Starflower Dr, Tracy, CA-95376

Classification Description	Class Code	Net Rate	Estimated Payroll
8834 1 PHYSICIANS' PRACTICES AND OUTPATIENT CLINIC ALL EMPLOYEES - INCLUDING CLERICAL OFFICE EMPLOYEES AND CLERICAL TELECOMMUTER EMPLOYEES	8834	1.0395	\$32500
Excluded Member: Betsy Caporale			
Excluded Member: Emily Murchison			

Premium Adjustments	Factor	Amount
UNMODIFIED PREMIUM		\$ 410.00
COMPANY RATING PLAN MOD	0.8244	\$ 72.00-
BALANCE TO MINIMUM	650.0000	\$ 62.00
TERRORISM	0.0340	\$ 11.00
EXPENSE CONSTANT	0.0000	\$ 250.00
Non-Premium Charges		
WC ADMIN SURCHARGE USER FEE	.02520800	\$ 17.00
CALIF FRAUD ASSESSMENT	.00467900	\$ 3.00
C.I.G.A. ASSESSMENT	.00000000	\$ 0.00
UNINSURED EMP BENEFIT TRUST	.00137200	\$ 1.00
SUBSEQUENT INJURIES BENEFIT	.01370300	\$ 9.00
OCC SAFETY AND HEALTH FUND	.00657200	\$ 4.00
LABOR ENFORCEMENT & COMPLIANCE	.00701100	\$ 5.00

Total Premium:

Total Unmodified Premium	\$ 410.00
Total Premium All States	\$ 661.00
Total Non-Premium Charges	\$ 39.00
Policy Total Premium	\$ 700.00

*New Payment Option: Farmers RealTime BillingSM

Benefits

- Streamlined reporting of customer payroll data directly to Farmers RealTime BillingSM platform
- Uses policyholder's reported payroll to calculate premium payments with each payroll period
- Accurate payroll can help reduce surprises at Audit

Requirements

- Eligibility subject to minimum premium requirements
- Payment via ACH only
- Policyholder registration (including ACH authorization) must be completed within 7 calendar days
- Policyholder must use a licensed and certified payroll provider or accounting software
- Payroll reports must be submitted for every reporting period, regardless of payroll volume
- Policyholder must accept notices via e-mail
- Insufficient funds or failure to complete registration and / or submit timely payroll reports will prevent Farmers RealTime Billing from collecting the required premium due and the policy will be subject to cancellation for nonpayment of premium

California Fraud Statement

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



**GENERAL PARTNERS AND LLC MANAGING MEMBERS -
WAIVER OF WORKERS' COMPENSATION COVERAGE**

Insured Name: AUGMENTATIVE COMMUNICATION SO

Insurer: Mid-Century Insurance Company

Policy/Quote Number: JAE179

Pursuant to California Labor Code section 3352, I hereby certify, under penalty of perjury, that I am eligible for exclusion under the following condition and elect to be excluded from the insured's workers' compensation insurance policy with the above-referenced insurer:

- I am a general partner of the partnership or managing member of the limited liability company listed above.

If my interest in the above partnership or limited liability company is held in trust, and I also certify that I hold the power to revoke that trust.

I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the partnership's or limited liability company's insurer and it shall remain in effect until I provide the insurer with a written withdrawal of this waiver. I understand that the insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the insured's workers' compensation policy with the above-referenced insurer if an employment-related injury occurs.

Caporale, Betsy

PRINT GENERAL PARTNER'S/
MANAGING MEMBER'S FULL NAME

Co-Owner

TITLE

Betsy Caporale

GENERAL PARTNER/MANAGING MEMBERSIGNATURE

8/10/23

DATE

NOTE TO EMPLOYER: The exclusion will be endorsed to the policy upon our receipt and acceptance of a signed and properly completed form, in accordance with California law. The person electing exclusion must sign this form. Company representatives may not sign on behalf of the individual. One exclusion per form. Submit additional forms if needed.



**GENERAL PARTNERS AND LLC MANAGING MEMBERS -
WAIVER OF WORKERS' COMPENSATION COVERAGE**

Insured Name: AUGMENTATIVE COMMUNICATION SO

Insurer: Mid-Century Insurance Company

Policy/Quote Number: JAE179

Pursuant to California Labor Code section 3352, I hereby certify, under penalty of perjury, that I am eligible for exclusion under the following condition and elect to be excluded from the insured's workers' compensation insurance policy with the above-referenced insurer:

- I am a general partner of the partnership or managing member of the limited liability company listed above.

If my interest in the above partnership or limited liability company is held in trust, and I also certify that I hold the power to revoke that trust.

I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the partnership's or limited liability company's insurer and it shall remain in effect until I provide the insurer with a written withdrawal of this waiver. I understand that the insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the insured's workers' compensation policy with the above-referenced insurer if an employment-related injury occurs.

Murchison, Emily
PRINT GENERAL PARTNER'S/
MANAGING MEMBER'S FULL NAME

Co-Owner
TITLE

Emily Murchison
GENERAL PARTNER/MANAGING MEMBERSIGNATURE

8/10/23
DATE

NOTE TO EMPLOYER: The exclusion will be endorsed to the policy upon our receipt and acceptance of a signed and properly completed form, in accordance with California law. The person electing exclusion must sign this form. Company representatives may not sign on behalf of the individual. One exclusion per form. Submit additional forms if needed.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

Return Premium \$

Additional Premium

SCHEDULE

Information Privacy Aggregate Limit of Liability	\$25,000
---	----------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFORMATION PRIVACY SUPPLEMENTARY PAYMENT ENDORSEMENT HIPAA FINES AND PENALTIES AND NOTIFICATION COSTS

In consideration of the premium charged, it is hereby understood and agreed that this endorsement amends the following:

I. The following is added to the SUPPLEMENTARY PAYMENTS section:

HEALTH INFORMATION PRIVACY AND NOTIFICATION COSTS

Subject to the Information Privacy Aggregate Limit of Liability shown in the Schedule above, the Company will:

1. pay **HIPAA Fines and Penalties** pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), which the **Insured** becomes legally obligated to pay arising from a **HIPAA Proceeding** with respect to the management and transmission of **Confidential Health Information**;
2. reimburse the insured for notification costs related to the disclosure of **Confidential Personal Information** provided that the insured obtain the Company's prior approval before incurring such costs; and
3. pay **Claims Expenses** related to 1. and 2. above.

II. With respect to the coverage provided by this endorsement, the following are added to the DEFINITIONS section of the policy:

Confidential Health Information means information pertaining to a patient or a client that has been received or created by **the Insured** or provided by **the Insured** to another, subject to protection pursuant to HIPAA, including, but not limited to, an individual's health information, healthcare treatment information and the fact that the such individual has been treated by any provider.

Confidential Personal Information means information not available to the general public from which an individual may be identified, including, without limitation, an individual's name, address, telephone number, social security number, account relationship, account number(s), account balance(s) and account history(ies).

1	2
---	---

Healthcare Professional Liability

HIPAA Fines and Penalties means fines and penalties for failure to comply with the requirements and standards of HIPAA, including fines and penalties imposed by the Department of Health and Human Services or its designees. HIPAA fines and penalties do not include fines and penalties imposed for a knowing wrongful disclosure of individually identifiable health information.

HIPAA Proceeding means an administrative proceeding, including a complaint, investigation or hearing instituted against the **Insured** by the Department of Health and Human Services or its designee alleging a violation of responsibilities or duties imposed upon the Insured under HIPAA or any rules or regulations promulgated thereunder, with respect to the management of **confidential health information**, but solely to the extent that:

1. such proceeding is commenced during the policy period; and
2. reported to the **Insured** within sixty (60) days after the Insured receive notice of such proceeding.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT BROAD FORM

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to **Bodily Injury** or **Property Damage**:
 - (1) with respect to which an **Insured** under the policy is also an **Insured** under a Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon the exhaustion of its Limit of Liability; or
 - (2) resulting from the **Hazardous Properties of Nuclear Material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law mandatory thereof, or (b) the **Insured** is, or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments or Claims Expenses provision relating to first aid, to expenses incurred with respect **Bodily Injury** resulting from the **Hazardous Properties of Nuclear Material** and arising out of the operation of a **Nuclear Facility** by any person or organization.
 - C. Under any Liability Coverage, to **Bodily Injury** or **Property Damage** resulting from the **Hazardous Properties of Nuclear Material**; if
 - (1) the **Nuclear Material**: (a) is at any **Nuclear Facility** owned by, or operated by or operated on behalf of, any **Insured** or (b) has been discharged or dispersed therefrom;
 - (2) the **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or

Healthcare Professional Liability

- (3) the **Bodily Injury or Property Damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possession or Canada, this exclusion (3) applies only to **Property Damage** to such **Nuclear Facility** and any property thereof.

II. As used in this endorsement:

"**Hazardous Properties**" include radioactive, toxic or explosive properties;

"**Nuclear Material**" means **Source Material, Special Nuclear Material** or **By-product Material**;

"**Source Material**" "**Special Nuclear Material**" and "**By-product Material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**Spent Fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**;

"**Waste**" means any waste material:

- (a) containing **By-product Material** other than the tailings or **Wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
- (b) resulting from the operation by any person or organization of any **Nuclear Facility** included under the first two paragraphs of the definition of **Nuclear Facility**;

"**Nuclear Facility**" means:

- (a) any **Nuclear Reactor**;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **Spent Fuel**, or (3) handling, processing or packaging **Waste**;
- (c) any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basis, excavation, premises or place prepared or used for the storage of disposal of **Waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**Nuclear Reactor**" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contains critical mass of fissionable material;

"**Property Damage**" includes all forms of radioactive contamination of property.



Healthcare Professional Liability

New York - It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement-Board Form" printed above, do not apply in New York with respect to any Non-Owned Auto Liability Coverage afforded by this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA AMENDATORY ENDORSEMENT

- I. In consideration of the premium paid, it is hereby agreed and understood that Paragraph 1. of Part VIII.E., CONDITIONS, of the above referenced policy is hereby deleted in its entirety and replaced with the following:

1. CANCELLATION

This insurance may be canceled on the customary short-rate basis by the **Named Insured** at any time by written notice or by surrender of this policy to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the **Insured's** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** in the Declarations requires that return premium be computed on a pro-rata basis, even in the event of cancellation by the **Named Insured**.

This insurance may also be canceled, by the Company or by its authorized representative on its behalf, by sending to the **Named Insured**, by first-class registered or certified mail, at the **Named Insured's** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the **Named Insured**. In case of non-payment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Minimum premium shall not apply to the return of unearned premium if cancellation is by the Company.

A copy of such notice shall also be sent to the **Named Insured's** producer, if any (provided that the **Named Insured's** producer is not an employee of the Company).

If the policy has been in effect for sixty (60) days or less, cancellation by the Company shall only be effective if based on one or more of the following reasons:

- a. non-payment of premium;
- b. this policy was obtained through material misrepresentation that was relied on by the Company, and such policy would not have been issued by the Company under the same terms and conditions if correct information had been disclosed;
- c. material failure to comply with any policy term, condition or contractual duty;
- d. the risk originally accepted under this policy has measurably increased; or
- e. the Company's loss of the reinsurance that provided coverage for all or a substantial part of the risk insured under this policy.

If the policy has been in effect for more than sixty (60) days, cancellation by the Company shall only be effective if based on one or more of the following reasons:



Healthcare Professional Liability

- a. non-payment of premium when due, including payment due on a prior policy issued by the Company and due during the current **Policy Period** covering the same risks insured under the policy;
 - b. any **Insured** has violated any law of this state or of the United States pursuant to a judgment by a court or administrative tribunal and such violation has as one of its elements an act that materially increases a risk insured against under the policy;
 - c. discovery of fraud or material misrepresentation committed by any **Insured** or any **Insured's** representative in either obtaining this insurance or pursuing a claim under the policy;
 - d. discovery of a wilful or grossly negligent act or omission or of a violation of state law or regulation governing safety standards committed by any **Insured** that materially increases a risk insured against under the policy;
 - e. any **Insured** or any **Insured's** representative has failed to implement any reasonable loss control requirement, agreed to as a condition of this insurance, and such failure materially increases a risk insured against under the policy;
 - f. discovery of a change any **Insured** has made in any activity or property of the commercial or industrial enterprise resulting in a material, added risk, a materially-increased risk or a materially-changed risk, unless the added, increased or changed risk is included in the policy;
 - g. determination by the California Commissioner of Insurance that loss of or change to any of the Company's reinsurance covering all or part of the risk insured against would threaten the Company's solvency or financial integrity; or
 - h. determination by the California Commissioner of Insurance that continuation of the policy's coverage would place the Company in violation of any law in California or New York or that continuation of coverage would jeopardize the Company's solvency.
- II. In addition, it is hereby agreed and understood that Paragraph 2. of Part VIII.E., CONDITIONS, of the above referenced policy is hereby deleted in its entirety and replaced with the following:

2. NONRENEWAL

The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** not less than ninety (90) days but no more than one hundred twenty (120) days before the policy expires. "Nonrenewal" shall include the failure of the Company to offer a renewal policy which provides types and limits of coverage substantially equivalent to those contained in the expiring policy.

A copy of such notice shall also be sent to the **Named Insured's** producer, if any (provided that the **Named Insured's** producer is not an employee of the Company).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

ENDORSEMENT NO. []

Effective Date: 10/02/2023
Policy Number: AHY-889977007
Issued To: Augmentative Communication Solutions LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

INTRAOPERATIVE NEUROPHYSIOLOGICAL MONITORING PROCEDURE EXCLUSION ENDORSEMENT

In consideration of the premium charged, the following is added to SECTION VI, EXCLUSIONS:

to **Bodily Injury** arising out of any:

- a. intraoperative neurophysiological monitoring services; or
- b. supervision of intraoperative neurophysiological monitoring services provided by the **Insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**STUDENT PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY –
STUDENT INDIVIDUAL**

**MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY
MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL**

EXCLUSION OF SPECIFIED ACTIVITIES – REUSE OF PARENTERAL DEVICES AND SUPPLIES

In consideration of the premium charged, this policy shall not apply to **Bodily Injury** or **Property Damage for**, based upon, arising out of or related to any acts, errors or omissions involving **Reuse** of:

1. needles or syringes;
2. catheters or ports, including implanted ports;
3. intravenous solution, whether intended for direct intravenous administration or as a source of diluent for medication or any other substance to be administered parenterally;
4. intravenous medications intended for direct intravenous administration, including heparin or sodium chloride used for flushing venous access devices;
5. lines, including intravenous lines, tubing and any connectors thereto; or
6. any other types of parenteral device or supply used to inject medications, administer parenteral substances or withdraw blood samples;

in contravention of the instructions, warnings or recommendations of the manufacturer of such parenteral device or supply, or any standards regarding safe injection practices, intravenous therapy guidelines, infection control or any other pertinent recommendations or guidelines promulgated by

Healthcare Professional Liability

the Center for Disease Control and Prevention or any other state or federal agency or governmental authority regulating the use of such parenteral device or supply.

Reuse includes:

1. the use of any catheter, line or tubing, including any connectors thereto, on any person after its removal from a person, or after its use for any other purpose wherein it may have become contaminated or is otherwise no longer sterile; or
2. the introduction of any syringe, needle, or other parenteral device or supply into a multi-dose vial or intravenous solution after such syringe's, needle's, device's or supply's initial use.

Reuse does not include more than one parenteral access of a single patient by means of an implanted port or an indwelling various-access device intended to be used for multiple parenteral access, including but not limited to peripheral various devices, arterial devices and central venous devices, including tunneled and non-tunneled devices, or a PICC (peripherally inserted central catheter) line provided that any such procedure comports with:

1. the instructions, warnings and recommendations of the manufacturer of such parenteral device or supply; and
2. any standards regarding safe injection practices, intravenous therapy guidelines, infection control or any other pertinent recommendations or guidelines promulgated by the Center for Disease Control and Prevention or any other state or federal agency or governmental authority regulating the use of such parenteral device or supply, including any protocol prohibiting reuse of any syringe, needle or other parenteral device or supply to access such port or device.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

SEXUAL MISCONDUCT ENDORSEMENT

SEXUAL MISCONDUCT AGGREGATE SUBLIMIT OF LIABILITY:

\$25,000

In consideration of the premium charged, the following changes are made to the policy:

- I. Solely with respect to coverage provided under this endorsement, SECTION I, COVERAGES, COVERAGE A, PROFESSIONAL LIABILITY COVERAGE is amended to include the following:

With respect to **Incidents** alleging **Sexual Misconduct** on behalf of the **Insured**, the Company will pay **Covered Sexual Misconduct Damages** because of **Bodily Injury** or **Personal and Advertising Injury** to which this insurance applies, subject to the **Sexual Misconduct** Aggregate Sublimit of Liability stated above. Such **Sexual Misconduct** must actually or allegedly occur:

- 1. in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations; and
- 2. during the **Policy Period**.

Healthcare Professional Liability

II. Solely with respect to COVERAGE A. PROFESSIONAL LIABILITY COVERAGE, the following is added to SECTION III, LIMITS OF LIABILITY:

The **Sexual Misconduct** Aggregate Sublimit of Liability indicated above is the limit of the Company's liability for the sum of all amounts the **Insured** is legally obligated to pay as a result of **Claims** involving any act of **Sexual Misconduct** arising out of or related to the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, provided that **Sexual Misconduct** has not been determined to have occurred by any civil or criminal trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not.

This **Sexual Misconduct** Aggregate Sublimit of Liability shall apply:

1. in the event that **Sexual Misconduct** is alleged, whether in a complaint, during discovery at trial or otherwise, regardless of the legal or factual theory of recovery advanced, including but not limited to assertions of improper or negligent hiring or employment, or failure to investigate or supervise; and
2. to any and all such **Claims** arising out of the same or related acts or omissions.

The **Sexual Misconduct** Aggregate Sublimit of Liability shall be the only source of payment of **Covered Sexual Misconduct Damages**, and shall be included within, and not in addition to, the Aggregate Limit of Liability specified in the Declarations.

III. SECTION VI, EXCLUSIONS, paragraph 27. is replaced by the following:

27. to any **Claims** made or **Suits** brought against any **Insured** alleging, in whole or part, **Sexual Misconduct**, and/or physical abuse of a non-sexual nature.

This exclusion applies to any **Damages** arising out of **Sexual Misconduct** other than **Covered Sexual Misconduct Damages**, and/or physical abuse of a non-sexual nature, regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Sexual Misconduct** and/or physical abuse of a non-sexual nature, and failure to discharge the employee.

However, notwithstanding the foregoing exclusion, with respect to COVERAGE A, PROFESSIONAL LIABILITY COVERAGE only, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which **Suit** is brought for any such alleged behavior, unless the behavior has been determined to have occurred by any civil or criminal trial verdict, court ruling, regulatory ruling or admission, whether appealed or not. The Company shall not be required to appeal a judgment or final

Healthcare Professional Liability

adjudication adverse to the **Insured**. This duty to defend will not apply to **Claims** brought alleging conduct specified in Exclusion 26. above;

IV. The following is added to SECTION VII, DEFINITIONS:

“Covered Sexual Misconduct Damages” means that portion of any settlement falling within the **Sexual Misconduct** Aggregate Sublimit of Liability pertaining to any **Claim** for, based on, alleging in whole or in part, or arising out of **Sexual Misconduct**;

“Sexual Misconduct” means:

- a. physical sexual assault, abuse of a sexual nature, molestation, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by, and/or
- b. sexual assault, abuse of a sexual nature, or molestation, or licentious, immoral, amoral or other behavior which was threatened, intended to, lead to or culminated in, any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by,

an **Insured**, two or more **Insureds** acting together, or any person(s) for whom the **Insured** is legally responsible. Multiple, continuous or sporadic or related acts by an **Insured**, or person(s) for whom the **Insured** is legally responsible, shall be deemed one **Incident of Sexual Misconduct**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF CLAIM

In consideration of the premium charged:

I. The following is added to the DEFINITIONS Section of the policy:

"Claim" means any written demand, **suit**, and/or any proceeding as described in Section V., Supplementary Payments, Item B, Licensing Board Reimbursement based on or arising out of an **Incident** or **Occurrence**.

II. Further, wherever the word "claim" appears as a noun in the policy, it shall be replaced by **"Claim"**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement applies to:

- _____ Professional Liability Coverage Part Only \$ _____ Additional Premium
- _____ General Liability Coverage Part Only \$ _____ Additional Premium
- _____ Professional Liability and General Liability Coverage Parts \$ _____ Additional Premium

In consideration of the premium charged, any Designated Entity shown below shall be included as an additional Insured, but only as respects claims arising out of the sole negligence of the individual or entity specified in the PERSONS INSURED Section of the policy.

Designated Entity Schedule

Contra Costa Special Education Local Plan Area- (PL Coverage Only)	Suite 270 2520 Stanwell Drive Concord CA 964520
NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 10/02/2023

Policy Number: AHY-889977007

Issued To: Augmentative Communication Solutions LLC

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON- PATIENT CARE SERVICES ENDORSEMENT

In consideration of the payment of the additional premium charged, and in reliance upon the application for coverage and any attachments, supplements or other statements provided concerning provision by any **Insured** of any one or more of the following professional services:

1. **Case Management;**
2. **Consulting Services;**
3. **Educational Services;**
4. **Life Care Planning;**
5. **Medical Administration;** and/or
6. **Utilization Review.**

it is hereby understood and agreed that such service(s), if disclosed and applicable premium paid, are considered part of the **Named Insured's** Business or Occupation.

It is further agreed that the following definitions have been added to Section II. DEFINITIONS:

"Area of Specialization" means body of knowledge or expertise attained through experience and training in the profession specified on the Declarations page.

"Case Management" means any or all of the following:

1. Identifying high risk/high cost patients;
 2. Assessing opportunities to coordinate care;
 3. Assessing and coordinating treatment options and services;
 4. Developing treatment plans to improve quality and efficiency in the delivery of care;
- and

Healthcare Professional Liability

“Consulting Services” means the rendering of advice or recommendations with regard to healthcare, the cost of healthcare, maintenance of health, healthy lifestyle, or any other aspect of healthcare falling within an **Insured’s Area of Specialization** and includes, but is not limited to **Life Care Planning, Legal Nurse Consulting** and services provided as an expert witness.

“Educational Services” means:

1. services rendered by an **Insured** as a teacher or instructor in their **Area of Specialization**, and/or
2. services rendered by an **Insured** as an author, researcher and/or presenter of research findings when conducted solely for the purposes of dissemination of knowledge in the **Insured’s Area of Specialization**.

“Legal Nurse Consulting” means evaluation, analysis and rendering of informed opinions about medical issues, delivery of health care and/or the health outcomes as they relate to cases or issues within the medical-legal arena utilizing one’s background and experience as a licensed nursing professional.

“Life Care Planning” means the creation of a dynamic document based upon published standards of practice, comprehensive assessment, data analysis and research, which provides an organized, concise plan for current and future needs with associated cost for individuals who have experienced catastrophic injury or have chronic health care needs.

“Medical Administration” means the employment of medical knowledge and/or organizational skills, medical industry knowledge and technology to manage an office and/or practice of a healthcare service provider or providers.

“Utilization Review” means:

1. evaluations and resultant recommendations concerning professional practice patterns of others for controlling the cost of delivery of patient care;
2. determinations and/or recommendations regarding healthcare services to be provided by others to any participant in any healthcare insurance plan; or
3. determination or consultation in the determination of benefits paid by others to any participant in a healthcare insurance plan.

It is further agreed that the following have been added to Section VI. EXCLUSIONS:

This insurance does not apply:

Healthcare Professional Liability

1. to claims based on or arising out of the commingling, misappropriation or improper use of funds; or arising out of, or in way involving the gaining of any personal profit or advantage to which an **Insured** is not legally entitled;
2. to claims based upon, directly or indirectly arising out of, or in any way involving the participation in, design and/or solicitation of any structured settlement proposal;
3. to claims based on discrimination, humiliation, harassment, or misconduct that includes but shall not be limited to claims based on an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status, or sexual preference;
4. to claims based on or arising from collective bargaining or other union activities by an **Insured**;
5. to claims based on or arising out of any actual or alleged violation of any state or federal anti-trust, price fixing, restraint of trade, copyright or deceptive trade practice law, rule or regulation, except to the extent that such claim arises from an **Insured**'s incidental activity as a member of any committee, panel or board which provides underwriting or claims advice or recommendations, provided such activity is within the scope of the committee, panel or board's established guidelines;
6. to claims based on the unauthorized use of confidential or proprietary information provided to an **Insured** by a third party;
7. to the failure to prevent unauthorized access to an electronic system or program;
8. to the design, programming, distribution or sale of any computer system or program;
9. to claims based on or arising out of any actuarial act, error or omission;
10. to any services rendered by an **Insured** in their capacity as an attorney or accountant;
11. to claims based on or arising out of an **Insured**'s recommendation, approval or disapproval of any employee benefit plan assets;
12. to the failure of any real or personal property to achieve a desired rate of return;
13. to the financial inability of any party to safeguard, pay or collect funds, including but not limited to any funds intended for or coming from any insurance company or benefit plan, whether or not due to insolvency, receivership, or any similar financial distress, and whether or not actually or allegedly caused in whole or in part by the actions of an **Insured**;

Healthcare Professional Liability

14. to the lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under an insurance contract or benefit plan. However, the Company will defend any civil against an **Insured** seeking damages that would otherwise be covered but for this exclusion. In such case, we will pay only **Claims Expenses**;
15. to any **Consulting Services** provided to, for or on behalf of any medical device, food, pharmaceutical or nutraceutical manufacturer, or similar enterprise;
16. to any **Consulting Services** performed by any medical technologist, technician or aide; or any **Consulting Services** provided by any other individual who is not a licensed health care provider;
17. to authoring of books or articles if such activities are a primary source of income; or to activities as a publisher;
18. to any liability resulting from **Case Management, Consulting Services, Educational Services, Life Care Planning and/or Utilization Review** the **Named Insured** provides while their license or certification to practice is suspended, revoked or no longer valid;
19. Any notarized certification or acknowledgement of a signature without physical appearance before the **Named Insured** of the person who is, or claims to be, the person signing the instrument.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

ENDORSEMENT NO.

Effective Date: 10/02/2023
Policy Number: AHY-889977007
Issued To: Augmentative Communication Solutions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the above captioned policy.

A. Cap on Certified Act of Terrorism Losses

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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.

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy.



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

ENDORSEMENT NO.

Effective Date: 10/02/2023
Policy Number: AHY-889977007
Issued To: Augmentative Communication Solutions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

Federal Participation In Payment Of Terrorism Losses

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that

Healthcare Professional Liability



exceeds \$100 billion. 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.