

# **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

**SANTA BARBARA COUNTY**

and

**FOUNDATION OF SANTA BARBARA REGIONAL HEALTH AUTHORITY, INC.**

dba **DOORWAY TO HEALTH**

for the

**HEALTHY KIDS PROGRAM**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and FOUNDATION OF SANTA BARBARA REGIONAL HEALTH AUTHORITY, INC, dba Doorway to Health with an address at 4050 Calle Real (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR is supported by various public entities in Santa Barbara County and funds for the project have been designated by various public entities, in an effort to ensure health insurance for the children in Santa Barbara County;

**WHEREAS**, there was an executed contract between Doorway to Health and the County during fiscal year 08-09 that was fully performed.

**WHEREAS**, the Board approved the Doorway to Health agreement to be executed by the County Executive Officer on the ongoing contract list and appropriations were made to fund the amounts for fiscal years 09 through 13-14.

**WHEREAS**, between fiscal year 09-10 through 13-14 no executed contract was made.

**WHEREAS**, since fiscal year 09-10 First Five performed the monitoring of the services provided by Doorway to Health.

**WHEREAS**, current payment is being held until a contract is executed for fiscal year 13-14.

**WHEREAS**, the parties agree there will be up to 30 days from execution of this contract until payment is made.

**WHEREAS**, CONTRACTOR holds agreements with Delta Dental, Vision Service Plan (VSP), and CEN-Cal for dental, vision and medical managed care services for children residing in Santa Barbara County.

**NOW, THEREFORE**, the board approves and ratifies the contact for fiscal years 09-10 through 13-14 and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

## **1. DESIGNATED REPRESENTATIVE**

Ben Romo at phone number 805-884-8085 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert S. Freeman at phone number 805-685-9525 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.



## **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: First 5 Santa Barbara County  
Ben Romo, Executive Director  
1306 Santa Barbara, Street  
Santa Barbara, CA 93101  
Fax (805) 564-8586,

To CONTRACTOR: Foundation of Santa Barbara Regional Health Authority  
dba Doorway to Health  
Attn.: Robert S. Freeman  
4050 Calle Real  
Santa Barbara, CA 93110  
Fax: (805)692-1684

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

## **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

## **4. TERM**

CONTRACTOR shall commence performance on July 01, 2009 and end performance upon completion, but no later than June 30, 2014 unless otherwise directed by COUNTY or unless earlier terminated.

## **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

## **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters



relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

## **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as



"Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

## **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

## **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.



## **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

## **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

## **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## **19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.



- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.



## **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

## **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

## **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.



Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Foundation of Santa Barbara Regional Health Authority dba Doorway to Health**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Robert Cohen  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: [Signature]  
Chair, Board of Supervisors  
Date: 6-3-14

**RECOMMENDED FOR APPROVAL:**

County of Santa Barbara-First 5

By: [Signature]  
Department Head

**CONTRACTOR:**

Foundation of Santa Barbara Regional  
Health Authority dba Doorway to Health

By: Robert Freeman  
Authorized Representative  
Name: Robert Freeman  
Title: CEO

**APPROVED AS TO FORM:**

Michael Ghizzoni  
County Counsel

By: [Signature]  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By: [Signature]  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: [Signature]  
Risk Management



**EXHIBIT A**  
**STATEMENT OF WORK**

**I. Purpose/Term**

The purpose of this Agreement is for Foundation of Santa Barbara Regional Health Authority dba Doorway to Health to provide Health Insurance for uninsured children residing in Santa Barbara County with family incomes under 300% of the Federal Poverty Level , who do not qualify for Medi-Cal.

County of Santa Barbara is contracting with Doorway to Health to identify and enroll children in the Healthy Kids program, which will provide medical, vision, and dental coverage. County funding will pay for annual premiums and other costs specified in Attachment 8.

The term of this Agreement is retroactive from July 1, 2009 through June 30, 2014. Prior statements of work are represented along with performance completed in the following Exhibits:

Performance 2009-2014	Exhibit A6
Fiscal Year 2009-2010	Exhibit A5
Fiscal Year 2010-2011	Exhibit A4
Fiscal Year 2011-2012	Exhibit A3
Fiscal Year 2012-2013	Exhibit A2
Fiscal Year 2013-2014	Exhibit A1

**II. Payment and Invoicing Summary**

Invoices must be submitted by Doorway to Health to First 5 on a quarterly basis and will not be paid until the required enrollment reports have been received and approved BY First 5. Invoices may include an advance of one year's worth of premium costs for eligible children enrolled. Payments may be made by First 5 for premiums for insurance service periods after this contract's end date. Invoices may also include administrative expenses specified in Attachment 8 as incurred

**III. Enrollment**

Members are enrolled for a period of one year with an annual re-determination of eligibility at each anniversary. Doorway Health is financially obligated to the member for the coverage period of one year.



## EXHIBIT A-1

**STATEMENT OF WORK**

Fiscal Year 2013-2014

**I. Performance Measures**

During the period from July 1, 2013 and June 30, 2014 the contractor performed the following:

Name of Agency	Doorway to Health (aka Foundation of Santa Barbara Regional Health Authority, Inc.)
Name of Program	Healthy Kids Santa Barbara (HKSBB)
Type of Service	Provide comprehensive health coverage to uninsured children
Target Population	Uninsured children ages 6 to 18 residing in Santa Barbara County with family incomes under 300% of the Federal Income Guidelines, who do not have access to affordable healthcare nor qualify for Medi-Cal or other publicly-subsidized programs. Estimated to be 5,000 children. "Any applicants that may qualify for the Affordable Care Act will be assessed in fiscal year 14-15."
Services to be provided	Santa Barbara County is contracting with Doorway to Health to identify and enroll children in the Healthy Kids program, which will provide medical, vision, and dental coverage. County funding will pay for premiums for 625 children, infrastructure support and evaluation.
Number of unduplicated clients to be served	625
Funding	The anticipated start date of coverage is July 1st, 2013. The annual premium per child is estimated to be \$1,360.80. Members are enrolled for a period of one year with an annual re-determination of eligibility at each anniversary. Doorway Health is financially obligated to the member for the coverage period of one year.
Contract Period	Fiscal Year July 2013--June 2014
1. 7/01/13	Coverage begins. Coverage period is one year.
Staffing Description	Children's Health Initiative Program Manager
Location(s) where services will be provided	4050 Calle Real Santa Barbara, CA 93110
Dates/Times services to be provided	Monday through Friday, 8am to 5pm

**Reporting and Invoicing Requirements**

Reporting Requirements	Quarterly reports are due the 5th of the month following the end of the quarter. Submit quarterly reports via email to: <a href="mailto:PPAZ@COUNTYOFUSB.ORG">PPAZ@COUNTYOFUSB.ORG</a>
Invoicing Requirements	Invoices for services must be submitted quarterly. Invoices will not be paid until the required enrollment reports have been received and approved First 5 staff.



## EXHIBIT A-2

**STATEMENT OF WORK**

Fiscal Year 2012-2013

**II. Performance Measures**

During the period from July 1, 2012 and June 30, 2013 the contractor performed the following:

**PROGRAM INFORMATION**

Name of Agency	Foundation of Santa Barbara Regional Health Authority, Inc. aka Doorway to Health
Name of Program	Healthy Kids Santa Barbara
Type of Service	Provide comprehensive health coverage to uninsured children
Target Population	Uninsured children ages 0 to 18 residing in Santa Barbara County with family incomes under 300% of the Federal Income Guidelines, who do not have access to affordable healthcare nor qualify for Medi-Cal, Healthy Families, or other publicly-subsidized programs. Estimated to be 5,000 children.
Program Description/ Services to be provided	Santa Barbara County is contracting with Doorway to Health to identify and enroll children in the Healthy Kids program, which will provide medical, vision, and dental coverage. County funding will pay for premiums for 634 children, infrastructure support and evaluation. Specifically this funding would increase the program's capacity to monitor premium funding, member enrollment and disenrollment, and provide current OERU strategies. The anticipated start date of coverage is July 1ST, 2012.
Number of unduplicated clients to be served	634 The annual premium per child is estimated to be: \$1,339.08 for children 6-18 years old
Staffing Description	Children's Health Initiative Program Manager
Location(s) where services will be provided	4050 Calle Real Santa Barbara, CA 93110
Dates/Times services to be provided	Monday through Friday, 8am to 5pm
Contract Period	Fiscal Year July 2012- June 2013
Performance Measures and Due Dates	
1. 8/01/12	Coverage begins. Coverage period is one year.
2. 07/25/12	First monthly premium prepayment is due to CenCal Health for medical coverage. Premiums payable for the next month must be received on or before the 25 <sup>th</sup> day of the prior month.
3. 07/29/12	First monthly premium prepayment is due to VSP for vision coverage. Premiums payable for the next month must be remitted by the last day of the prior month.
4. 8/04/12	First monthly premium payment is due to Access Dental/Premier Access for dental coverage. Monthly premium payments must be postmarked by the fifth day of each month following the month of service.

**REPORTING AND INVOICING REQUIREMENTS for FY 2012-2013**

Reporting Requirements	Monthly reports are due the 5th of the month. Submit monthly reports via email to: <a href="mailto:PPAZ@CO.SANTA-BARBARA.CA.US">PPAZ@CO.SANTA-BARBARA.CA.US</a>
Invoicing Requirements	Invoices for services must be submitted no more frequently than monthly. Invoice must be on agency letterhead and must include your contract number. Invoices will not be paid until the required enrollment reports have been received and approved First 5 staff.



**STATEMENT OF WORK**

Fiscal Year 2011-2012

During the period from July 1, 2011 and June 30, 2012 the contractor performed the following:

Name of Agency	Doorway to Health (aka Foundation of Santa Barbara Regional Health Authority, Inc.)
Name of Program	Healthy Kids Santa Barbara
Type of Service	Provide comprehensive health coverage to uninsured children
Target Population	Uninsured children ages 0 to 18 residing in Santa Barbara County with family incomes under 300% of the Federal Income Guidelines, who do not have access to affordable healthcare nor qualify for Medi-Cal, Healthy Families, or other publicly-subsidized programs. Estimated to be 5,000 children.
Program Description/ Services to be provided	Santa Barbara County is contracting with Doorway to Health to identify and enroll children in the Healthy Kids program, which will provide medical, vision, and dental coverage. County funding will pay for premiums for 650 children, infrastructure support and evaluation. Specifically this funding would increase the program's capacity to monitor premium funding, member enrollment and disenrollment, and provide current OERU strategies. The anticipated start date of coverage is July 1ST, 2011.
Number of unduplicated clients to be served	650 The annual premium per child is estimated to be \$1307.28.
Staffing Description	Children's Health Initiative Program Manager
Location(s) where services will be provided	4050 Calle Real Santa Barbara, CA 93110
Dates/Times services to be provided	Monday through Friday, 8am to 5pm
Contract Period	Fiscal Year July 2011- June 2012
Performance Measures and Due Dates	
1. 8/01/11	Coverage begins. Coverage period is one year.
2. 07/25/11	First monthly premium prepayment is due to CenCal Health for medical coverage. Premiums payable for the next month must be received on or before the 25 <sup>th</sup> day of the prior month.
3. 07/29/11	First monthly premium prepayment is due to VSP for vision coverage. Premiums payable for the next month must be remitted by the last day of the prior month.
4. 8/04/11	First monthly premium payment is due to Access Dental/Premier Access for dental coverage. Monthly premium payments must be postmarked by the fifth day of each month following the month of service.

**REPORTING AND INVOICING REQUIREMENTS**

Reporting Requirements	Monthly reports are due the 5th of the month. Submit monthly reports via email to: <a href="mailto:PPAZ@CO.SANTA-BARBARA.CA.US">PPAZ@CO.SANTA-BARBARA.CA.US</a>
Invoicing Requirements	Invoices for services must be submitted no more frequently than monthly. Invoice must be on agency letterhead and must include your contract number. Invoices will not be paid until the required enrollment reports have been received and approved First 5 staff.



**STATEMENT OF WORK**

Fiscal Year 2010-2011

During the period from July 1, 2010 and June 30, 2011 the contractor performed the following:

Name of Agency	Doorway to Health (aka Foundation of Santa Barbara Regional Health Authority, Inc.)
Name of Program	Healthy Kids Santa Barbara
Type of Service	Provide comprehensive health coverage to uninsured children
Target Population	Uninsured children ages 0 to 18 residing in Santa Barbara County with family incomes under 300% of the Federal Income Guidelines, who do not have access to affordable healthcare nor qualify for Medi-Cal, Healthy Families, or other publicly-subsidized programs. Estimated to be 8,000 children.
Program Description/ Services to be provided	Santa Barbara County is contracting with Doorway to Health to identify and enroll children in the Healthy Kids program, which will provide medical, vision, and dental coverage. County funding will pay for premiums for 623 children, infrastructure support and evaluation. Specifically this funding would increase the programs capacity to monitor premium funding, member enrollment and disenrollment, expand current OERU strategies to include HKSB and fund financial incentives for enrollment and reenrollment efforts by Santa Barbara County General Fund. The anticipated start date of coverage is July 1 <sup>ST</sup> , 2010.
Number of unduplicated clients to be served	623 The annual premium per child is estimated to be \$1363.56.
Staffing Description	Children's Health Initiative Program Manager
Location(s) where services will be provided	4050 Calle Real Santa Barbara, CA 93110
Dates/Times services to be provided	Monday through Friday, 8am to 5pm
Contract Period	Fiscal Year July 2010- June 2011 -
Performance Measures and Due Dates	
1. 8/01/10	Coverage begins. Coverage period is one year.
2. 07/25/10	First monthly premium prepayment is due to CenCal Health for medical coverage. Premiums payable for the next month must be received on or before the 25 <sup>th</sup> day of the prior month.
3. 07/29/10	First monthly premium prepayment is due to VSP for vision coverage. Premiums payable for the next month must be remitted by the last day of the prior month.
4. 8/04/10	First monthly premium payment is due to Access Dental/Premier Access for dental coverage. Monthly premium payments must be postmarked by the fifth day of each month following the month of service.

**REPORTING AND INVOICING REQUIREMENTS**

Reporting Requirements	Monthly reports are due the 5th of the month. Submit monthly reports via email to: <a href="mailto:PPAZ@CO.SANTA-BARBARA.CA.US">PPAZ@CO.SANTA-BARBARA.CA.US</a>
Invoicing Requirements	Invoices for services must be submitted no more frequently than monthly. Invoice must be on agency letterhead and must include your contract number. Invoices will not be paid until the required enrollment reports have been received and approved First 5 staff.



**STATEMENT OF WORK**

Fiscal Year 2009-2010

During the period from July 1, 2009 and June 30, 2010 the contractor performed the following:

Name of Agency	Doorway to Health (aka Foundation of Santa Barbara Regional Health Authority, Inc.)
Name of Program	Healthy Kids Santa Barbara
Type of Service	Provide comprehensive health coverage to uninsured children
Target Population	Uninsured children ages 0 to 18 residing in Santa Barbara County with family incomes under 300% of the Federal Income Guidelines, who do not have access to affordable healthcare nor qualify for Medi-Cal, Healthy Families, or other publicly-subsidized programs. Estimated to be 6,000 children.
Program Description/ Services to be provided	Santa Barbara County is contracting with Doorway to Health to identify and enroll children in the Healthy Kids program, which will provide medical, vision, and dental coverage. County funding will pay for premiums for 638 children, infrastructure support and evaluation. Specifically this funding would increase the programs capacity to monitor premium funding, member enrollment and disenrollment, expand current OERU strategies to include HKSB and fund financial incentives for enrollment and reenrollment efforts by Santa Barbara County General Fund. The anticipated start date of coverage is July 1 <sup>st</sup> , 2009.
Number of unduplicated clients to be served	638 The annual premium per child is estimated to be \$1346.
Staffing Description	Children's Health Initiative Program Manager
Location(s) where services will be provided	110 Castilian Drive Goleta, CA 93117
Dates/Times services to be provided	Monday through Friday, 8am to 5pm
Contract Period	Fiscal Year July 2009- June 2010
Performance Measures and Due Dates	
1. 8/01/09	Coverage begins. Coverage period is one year.
2. 07/25/09-	First monthly premium prepayment is due to SBRHA for medical coverage. Premiums payable for the next month must be received on or before the 25 <sup>th</sup> day of the prior month.
3. 07/29/09	First monthly premium prepayment is due to VSP for vision coverage. Premiums payable for the next month must be remitted by the last day of the prior month.
4. 8/04/09	First monthly premium payment is due to Delta Dental for dental coverage. Monthly premium payments must be postmarked by the fifth day of each month following the month of service.

**REPORTING AND INVOICING REQUIREMENTS**

Reporting Requirements	Monthly reports are due the 5th of the month. Submit monthly reports via email to: <a href="mailto:WMOTEN@CO.SANTA-BARBARA.CA.US">WMOTEN@CO.SANTA-BARBARA.CA.US</a>
Invoicing Requirements	Invoices for services must be submitted no more frequently than monthly. Invoice must be on agency letterhead and must include your contract number. Invoices will not be paid until the required enrollment reports have been received and approved First 5 staff.



## EXHIBIT A-6

During the period from July 1, 2009 and June 30, 2014 the contractor performed and invoices were paid for the following:

### Vendor Expenditure Summary

From 7/1/2009 to 5/21/2014

Fund 0001 -- General

Vendor	Vendor Name	Amount
037946	DOORWAY TO HEALTH	3,442,126.60
425183	SANTA BARBARA REGIONAL HEALTH AUTHORITY	1,122,135.60
Total General		4,564,262.20

### Healthy Kids Santa Barbara

FY 2013-14		FY 2012-13		FY 2011-12		FY 2010-11		FY 2009-10	
Date	Age 6+	Date	Age 6+	Date	Age 6+	Date	Age 6+	Date	Age 6+
Jun-14		Jun-13	589	Jun-12	751	Jun-11	782	Jun-10	575
May-14		May-13	611	May-12	689	May-11	773	May-10	576
Apr-14		Apr-13	620	Apr-12	691	Apr-11	779	Apr-10	564
Mar-14	625	Mar-13	630	Mar-12	700	Mar-11	775	Mar-10	545
Feb-14	598	Feb-13	631	Feb-12	711	Feb-11	764	Feb-10	532
Jan-14	597	Jan-13	636	Jan-12	729	Jan-11	750	Jan-10	543
Dec-13	599	Dec-12	649	Dec-11	751	Dec-10	610	Dec-09	551
Nov-13	600	Nov-12	661	Nov-11	768	Nov-10	602	Nov-09	539
Oct-13	606	Oct-12	669	Oct-11	768	Oct-10	596	Oct-09	539
Sep-13	582	Sep-12	679	Sep-11	770	Sep-10	595	Sep-09	532
Aug-13	583	Aug-12	686	Aug-11	779	Aug-10	591	Aug-09	530
Jul-13	577	Jul-12	691	Jul-11	782	Jul-10	578	Jul-09	531
<u>5,367</u>		<u>7,752</u>		<u>8,889</u>		<u>8,195</u>		<u>6,557</u>	
Average	596	Average	646	Average	741	Average	683	Average	546



## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS**

#### **Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a contract amount, including cost reimbursements, not to exceed \$ 1,000,000.00 per fiscal year, with the total contract not to exceed amount of \$5,000,000.00.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by



the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



# ATTACHMENT 8



# Vendor Disbursements

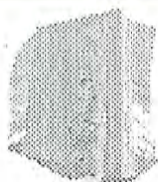
From 7/1/2009 to 6/30/2014

Selection Criteria: Fund = 0001; Department = 990; Vendor = 037946,425183

Layout Options: Summarized By = Vendor

Disbursement	Disbursement Date	Fund	Dept	Purchase Order	Remit Description	Amount
<b>Vendor 037946 -- DOORWAY TO HEALTH</b>						
Vendor Link	01/06/2011	0001	990	BC09070	CHI-Healthy Kids: July - Sept 2010	305,318.11
Vendor Link	04/08/2011	0001	990	BC09070	CHI-Health Kids Oct 10 - Dec 10	373,186.99
Vendor Link	05/04/2011	0001	990	BC09070	Vendor Invoice #: 3	230,001.71
Vendor Link	08/02/2011	0001	990	BC09070	Vendor Invoice #: 4	86,243.19
Vendor Link	10/27/2011	0001	990	BC09070	Vendor Invoice #: 1	431,575.39
Vendor Link	02/17/2012	0001	990	BC09070	CHI-Healthy Kids:	354,276.77
Vendor Link	07/23/2012	0001	990	BC09070	Vendor Invoice #: 3	137,801.19
Vendor Link	07/23/2012	0001	990	BC09070	Vendor Invoice #: 4	71,346.65
Vendor Link	12/21/2012	0001	990	BC09070	Vendor Invoice #: 1	534,592.31
Vendor Link	04/01/2013	0001	990	BC09070	Vendor Invoice #: 2	302,438.07
Vendor Link	05/03/2013	0001	990	BC09070	CHI-Healthy Kids:	119,595.76
Vendor Link	07/09/2013	0001	990	BC09070	Vendor Invoice #: 4	38,373.86
Vendor Link	12/04/2013	0001	990	BC14050	Vendor Invoice #: 1	457,376.60
Total DOORWAY TO HEALTH						3,442,126.60
<b>Vendor 425183 -- SANTA BARBARA REGIONAL HEALTH AUTHORITY</b>						
Vendor Link	08/06/2009	0001	990	BC09070	03/09-06/09 CHI-HEALTHY KIDS PREMIUM/AUDIT	127,360.60
Vendor Link	11/20/2009	0001	990	BC09070	07/09-09/09 CHI-HEALTHY KIDS PREMIUMS/AUDIT	376,264.26
Vendor Link	02/10/2010	0001	990	BC09070	10/09-12/09 CHI-HEALTHY KIDS PREMIUM/FEE	322,438.90
Vendor Link	04/27/2010	0001	990	BC09070	Vendor Invoice #: 3	227,878.27
Vendor Link	10/28/2010	0001	990	BC09070	CHI - Healthy Kids: April - June 2010	68,193.57
Total SANTA BARBARA REGIONAL HEALTH AUTHORITY						1,122,135.60





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. **3**

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 110 Castillian Drive

CITY/ZIP Goleta, CA 93117

CONTACT: Kashina Bishop, CPA

Email: kbishop@cencalhealth.org

Phone: 805 562-1074

PAYMENT PERIOD: January-March 2010

Contract #: BC08049

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$140,900

1. Diringer and Associates

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ **1,000,000.00**

Current Amount Requested: (-) \$ **(227,878.27)**

Less Previous Payments: (-) **(\$698,703.16)**

Balance of Contract: \$ **73,418.57**

Comments:

Office Use Only

Date Received: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

TOTAL PAYMENT REQUESTED \$ **227,878.27**

Hold Date: \_\_\_\_\_

Release Date: \_\_\_\_\_

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: **04/21/10**





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. **4**

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 110 Castillian Drive

CITY/ZIP Goleta, CA 93117

CONTACT: Kashina Bishop, CPA

Email: kbishop@cencalhealth.org

Phone: 805 562-1074

PAYMENT PERIOD: April through June 2010

Contract #: BC08049

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$140,900

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ **1,000,000.00**

Current Amount Requested: (-) \$ **(68,193.57)**

Less Previous Payments: (-) **(\$926,581.43)**

Balance of Contract: \$ **5,225.00**

Comments:

Office Use Only

Date Received: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

TOTAL PAYMENT REQUESTED \$ **68,193.57**

Hold Date: \_\_\_\_\_

Release Date: \_\_\_\_\_

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 07/15/10





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº.

1

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 110 Castillian Drive

CITY/ZIP Goleta, CA 93117

CONTACT: Kashina Bishop, CPA

Email: kbishop@cencalhealth.org

Phone: 805 562-1074

PAYMENT PERIOD: July through Sep 2010

Contract #: BC08049

### I. HEALTH INSURANCE PREMIUMS

Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

### II. Audit

### III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (305,318.11)

Less Previous Payments: (-) \$0.00

Balance of Contract: \$ 694,681.89

### Comments:

Office Use Only

Date Received: 10/27

Reviewed by/Date: 11/2/10 YR

Reviewed by/Date:

TOTAL PAYMENT REQUESTED ✓ \$ 305,318.11

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 10/27/10





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. 2

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 110 Castillian Drive

CITY/ZIP Goleta, CA 93117

Email: kbishop@cencalhealth.org

CONTACT: Kashina Bishop, CPA

Phone: 805 562-1074

PAYMENT PERIOD: Oct through Dec 2010

Contract #: ~~BC00049~~ BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

TOTAL PAYMENT REQUESTED

\$ 373,186.99

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (373,186.99)

Less Previous Payments: (-) (\$305,318.11)

Balance of Contract: \$ 321,494.90

Comments:

Office Use Only

Date Received:

Reviewed by/Date:

Reviewed by/Date:

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 01/24/11





# Doorway to Health



Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. **3**

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP: Santa Barbara 93110

CONTACT: Kashina Bishop, CPA

Email: kbishop@cencalhealth.org

Phone: 805 562-1074

PAYMENT PERIOD: Jan through March 2011

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

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TOTAL PAYMENT REQUESTED ✓ \$ **230,001.71**

Total Contract Amount: \$ **1,000,000.00**

Current Amount Requested: (-) \$ **(230,001.71)**

Less Previous Payments: (-) **(\$678,505.10)**

Balance of Contract: ✓ \$ **91,493.19**

Comments:

Office Use Only

Date Received: 5/3/11 *AB*

Reviewed by/Date: 5/3/11 *AB*

Reviewed by/Date: \_\_\_\_\_

Hold Date: \_\_\_\_\_

Release Date: \_\_\_\_\_

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 04/26/11





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. 4

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

CONTACT: Kashina Bishop, CPA

Email: kbishop@cencalhealth.org

Phone: 805 562-1074

PAYMENT PERIOD: April through June 2011

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

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Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (86,243.19)

Less Previous Payments: (-) (\$908,506.81)

Balance of Contract: \$ 5,250.00

Comments:

Office Use Only

Date Received: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

TOTAL PAYMENT REQUESTED

\$ 86,243.19

Hold Date: \_\_\_\_\_

Release Date: \_\_\_\_\_

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

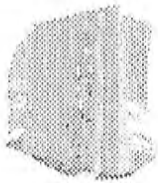
Submitted electronically

Date: 07/21/11

Send original signed copy to First 5 office

Retain copy for your records





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. **1**

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

CONTACT: Kashina Bishop, CPA

Email: kbishop@cencalhealth.org

Phone: 805 562-1074

PAYMENT PERIOD: July through September 2011

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ **1,000,000.00**

Current Amount Requested: (-) \$ **(431,575.39)**

Less Previous Payments: (-) **\$0.00**

Balance of Contract: \$ **568,424.61**

Comments:

Office Use Only

Date Received: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

Reviewed by/Date: \_\_\_\_\_

TOTAL PAYMENT REQUESTED \$ **431,575.39**

Hold Date: \_\_\_\_\_

Release Date: \_\_\_\_\_

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 07/21/11

Send original signed copy to First 5 office

Retain copy for your records

Received 10/17/11





# Doorway to Health



Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. **2**

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP: Santa Barbara 93110

CONTACT: Amy Sim

Email: asim@cencalhealth.org

Phone: 805 562-1064

PAYMENT PERIOD: October through December 2011

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

TOTAL PAYMENT REQUESTED

\$ 354,276.77

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (354,276.77)

Less Previous Payments: (-) (\$431,575.39)

Balance of Contract: \$ 214,147.84

Comments:

Office Use Only

Date Received:

Reviewed by/Date: 2/7/12 A

Reviewed by/Date:

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 01/25/12





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. **3**

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

CONTACT: Amy Sim

Email: asim@cencalhealth.org

Phone: 805 562-1064

PAYMENT PERIOD: January through March 2012

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ **1,000,000.00**

Current Amount Requested: (-) \$ **(137,801.19)**

Less Previous Payments: (-) **(\$785,852.16)**

Balance of Contract: \$ **76,346.65**

Comments:

Office Use Only

Date Received:

Reviewed by/Date:

Reviewed by/Date:

TOTAL PAYMENT REQUESTED \$ **137,801.19**

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 04/26/12





# Doorway to Health



Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº.

4

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

CONTACT: Amy Sim

Email: asim@cencalhealth.org

Phone: 805 562-1064

PAYMENT PERIOD: April through June 2012

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

II. Audit

III. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (71,346.65)

Less Previous Payments: (-) (\$923,653.35)

Balance of Contract: \$ 5,000.00

Comments:

Office Use Only

Date Received:

Reviewed by/Date:

Reviewed by/Date:

TOTAL PAYMENT REQUESTED \$ 71,346.65

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 07/10/12





# Doorway to Health



Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº.

1

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

Email: asim@cencalhealth.org

CONTACT: Amy Sim

Phone: 805 562-1064

PAYMENT PERIOD: July through September 2012

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

\$ 505,898.77

II. Audit

\$ -

III. Subcontractors \$135,250

1. Insurance

\$ -

2. SBCEO

\$ 28,693.54

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (534,592.31)

Less Previous Payments: (-) \$0.00

Balance of Contract: \$ 465,407.69

Comments:

Office Use Only

Date Received: 12/18/12

Reviewed by/Date: [Signature] 12/18/12

Reviewed by/Date: [Signature] 12-18-12

TOTAL PAYMENT REQUESTED

\$ 534,592.31

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 10/24/12





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº.

2

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

Email: asim@cencalhealth.org

CONTACT: Amy Sim

Phone: 805 562-1064

PAYMENT PERIOD: October thru December 2012

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

Total Contract Amount: \$ 1,000,000.00

B. PREMIUMS - Children age: 6-18

\$ 272,631.92

II. Audit

\$ -

Current Amount Requested: (-) \$ (302,438.07)

Less Previous Payments: (-) (\$534,592.31)

III. Subcontractors \$135,250

Balance of Contract: \$ 162,969.62

1. Insurance

\$ -

2. SBCEO

\$ 29,806.15

3. Outreach Materials

4. Nonprofit Support Center

Comments:

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Office Use Only

Date Received:

Reviewed by/Date: S. Hayes 2/26/13

Reviewed by/Date: [Signature] 2/27/13

TOTAL PAYMENT REQUESTED

\$ 302,438.07

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 01/29/13





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. 3

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

CONTACT: Amy Sim

Email: asim@cencalhealth.org

Phone: 805 562-1064

PAYMENT PERIOD: January thru March 2013

Contract #: BC09070

HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

I. Audit

II. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (119,595.76)

Less Previous Payments: (-) (\$837,030.38)

Balance of Contract: \$ 43,373.86

Comments:

Office Use Only

Date Received: 4-30-13

Reviewed by/Date: SHayes 4/30/13

Reviewed by/Date: [Signature] 4/30/13

TOTAL PAYMENT REQUESTED \$ 119,595.76

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 04/29/13



# Doorway to Health

REVIEWED  
DATE: 7/3/2013  
BY WHO: [Signature]

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. 4

PROGRAM NAME: HEALTHY KIDS

ADDRESS: 4050 Calle Real

CITY/ZIP Santa Barbara 93110

CONTACT: Amy Sim

PAYMENT PERIOD: April thru June 2013

APPROVED

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

Email: asim@cencalhealth.org

Phone: 805 562-1064

Contract #: BC09070

HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18

I. Audit

II. Subcontractors \$135,250

1. Insurance

2. SBCEO

3. Outreach Materials

4. Nonprofit Support Center

Enter info here>

Enter info here>

Enter info here>

Enter info here>

Enter info here>

Enter info here>

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (38,373.86)

Less Previous Payments: (-) (\$956,626.14)

Balance of Contract: \$ 5,000.00

Comments:

Office Use Only

Date Received: 7-3-13

Reviewed by/Date: [Signature] 7-3-13

Reviewed by/Date:

TOTAL PAYMENT REQUESTED \$ 38,373.86

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 07/03/13





# Doorway to Health

Foundation of Santa Barbara Regional Health Authority

## INVOICE

Please Assign

Nº. 1

PROGRAM NAME: HEALTHY KIDS

PROJECT: CHILDREN'S HEALTH INITIATIVE (CHI)

ADDRESS: 4050 Calle Real

CITY/ZIP: Santa Barbara 93110

CONTACT: Amy Sim

Email: asim@cencalhealth.org

Phone: 805 562-1064

PAYMENT PERIOD: July thru September 2013

Contract #: BC09070

I. HEALTH INSURANCE PREMIUMS Amount Requested

A. PREMIUMS - Children age: 0-5

B. PREMIUMS - Children age: 6-18 \$ 457,376.60

II. Audit \$ -

III. Subcontractors \$135,500

1. Insurance \$ -

2. SBCEO \$ -

3. Outreach Materials

4. Nonprofit Support Center

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

<enter info here>

Total Contract Amount: \$ 1,000,000.00

Current Amount Requested: (-) \$ (457,376.60)

Less Previous Payments: (-) \$0.00

Balance of Contract: \$ 542,623.40

Comments:

Office Use Only

Date Received: 11-1-13

Reviewed by/Date: SL/11/5/13

Reviewed by/Date: 11/7/13

TOTAL PAYMENT REQUESTED \$ 457,376.60

Hold Date:

Release Date:

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Reimbursement has been completed in accordance with underlying Contract and payment is now due and that all sub-contractors (if any) have been paid by the Contractor for work for which previous payments were issued.

Submitted electronically

Date: 10/29/13





NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA  
P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



**NONPROFITS OWN  
COMMERCIAL LINES COMMON POLICY DECLARATIONS**

**PRODUCER:**

Hub International Insurance Services, Inc.  
P.O. Box 3310  
Santa Barbara, CA 93130

**POLICY NUMBER: 2013-15731- NPO**

**RENEWAL OF NUMBER: 2012-15731- NPO**

**NAME OF INSURED AND MAILING ADDRESS:**

Foundation of Santa Barbara Regional Health Authority, Inc.  
4050 Calle Real  
Santa Barbara, CA 93110

**POLICY PERIOD:**

**FROM 06/10/2013 TO 06/10/2014**

**AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE**

**BUSINESS DESCRIPTION:** Maximize the health status of all residents of Santa Barbara County

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

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

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE .....	\$800
COMMERCIAL AUTO LIABILITY COVERAGE PART .....	\$150
COMMERCIAL AUTO PHYSICAL DAMAGE COVERAGE PART .....	Not Covered
IMPROPER SEXUAL CONDUCT COVERAGE PART .....	Not Covered
COMMERCIAL LIQUOR LIABILITY COVERAGE PART .....	INCLUDED
TERRORISM COVERAGE (Certified Acts) .....	Not Covered
<b>TOTAL:</b>	<b>\$950</b>

**FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:\***

CG 00 01 07 98,	CG 00 33 01 96,	CG 20 10 07 04,	CG 20 11 01 96,	CG 20 12 07 98,	CG 20 18 11 85,	CG 20 20 11 85,
CG 20 21 07 98,	CG 20 26 07 04,	CG 20 34 07 04,	CG 20 37 07 04,	CG 21 16 07 98,	CG 21 73 01 08,	CG 22 44 11 85,
CG 24 07 11 85,	CG 25 04 11 85,	CG 77 94 04 93,	IL 00 17 11 98,	IL 02 70 09 12,	NIAC-AL-NPO	NIAC-E11 07 92,
NIAC-E12 05 92,	NIAC-E15 02 09,	NIAC-E22 08 95,	NIAC-E25 01 98,	NIAC-E28 01 99,	NIAC-E29 12 09,	NIAC-E3 01 99,
NIAC-E33 01 02,	NIAC-E42 07 06,	NIAC-E52 09 11,	NIAC-E56 02 12,	NIAC-E60 07 12,	NIAC-E61 02 13,	NIAC-E7 10 04,
NIAC-GL-NPO	NIAC-LL-NPO	NIAC-X1 08 02,	NPO-001 04 09,	SCHEDULE BA 01 80,	SCHEDULE G 01 80,	SCHEDULE L 01 80,

\*OMITS APPLICABLE FORMS AND ENDORSEMENTS IF SHOWN IN  
SPECIFIC COVERAGE PART / COVERAGE FORM DECLARATIONS.

COUNTERSIGNED: 05/13/2013

BY

*Panel C. D.*  
(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)  
AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NIAC - CO - NPO

(01090 - DB)





NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA  
P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



Nonprofits' Insurance  
Alliance of California  
A HEAD FOR INSURANCE... A HEART FOR NONPROFITS

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**

Hub International Insurance Services, Inc.  
P.O. Box 3310  
Santa Barbara, CA 93130

**POLICY NUMBER: 2013-15731 -NPO**

**RENEWAL OF NUMBER: 2012-15731 -NPO**

**NAME OF INSURED AND MAILING ADDRESS:**

Foundation of Santa Barbara Regional Health Authority, Inc.  
4050 Calle Real  
Santa Barbara, CA 93110

**POLICY PERIOD:**

FROM 06/10/2013 TO 06/10/2014

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Maximize the health status of all residents of Santa Barbara County

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

**LIMITS OF COVERAGE:**

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT .....	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT .....	\$1,000,000
EACH OCCURRENCE LIMIT .....	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU .....	\$500,000 any one premises
MEDICAL EXPENSE LIMIT .....	20,000 any one person

**ADDITIONAL COVERAGES:**

SOCIAL SERVICE PROFESSIONAL LIABILITY

EXCLUDED

**CLASSIFICATION(S)**

SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

**PREMIUM**

**\$800**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

COUNTERSIGNED: 05/13/2013

BY

*Samuel C. D.*

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)  
AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**NIAC - GL - NPO**

(01090)





P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



**Nonprofits' Insurance  
Alliance of California**  
A HEAD FOR INSURANCE ... A HEART FOR NONPROFITS

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

**Schedule G**

**Page 1**

**POLICY NUMBER: 2013-15731-NPO**

**NAME OF INSURED: Foundation of Santa Barbara Regional Health Authority, Inc.**

<u>PREMISES CODE/CLASS</u>	<u>*LOC</u>	<u>PREMIUM BASIS</u>	<u>RATE</u>	<u>*ADVANCED PREMIUM</u>
47366/Sales, Service or Consulting Organizations - NOC - includes products and/or completed operations	1	33,600	5.414	\$182
61227/Buildings or Premises - office - NFP	1	800	418.085	\$334

**ADDITIONAL COVERAGES**

Event #	# of people	Description	
1	N/A	April Info Boot @ Healthy Kids Day	Incl.
Increased Aggregate			\$73
Additional Premium to Meet Minimum			\$211

\*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

COUNTERSIGNED: 05/13/2013

**NIAC - SCHEDULE G - NPO**

BY

(AUTHORIZED REPRESENTATIVE)

(01090)





P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Schedule L

POLICY NUMBER: 2013-15731-NPO

Page 1

NAME OF INSURED: Foundation of Santa Barbara Regional Health Authority, Inc.

PREMISES  
LOC/BLDG

DESIGNATED PREMISES  
ADDRESS, CITY, STATE, ZIP

ADDITIONAL INSURED  
AND OTHER INTERESTS

1

110 Castilian Drive  
Goleta, CA 93117

COUNTERSIGNED: 05/13/2013  
NIAC - SCHEDULE L - NPO

BY

(AUTHORIZED REPRESENTATIVE)

(01090)





P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



**Nonprofits' Insurance  
Alliance of California**  
A HEAD FOR INSURANCE... A HEART FOR NONPROFITS

**COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**

Hub International Insurance Services, Inc.  
P.O. Box 3310  
Santa Barbara, CA 93130

**POLICY NUMBER:** 2013-15731-NPO

**RENEWAL OF NUMBER:** 2012-15731-NPO

**NAME OF INSURED AND MAILING ADDRESS:**

Foundation of Santa Barbara Regional Health Authority, Inc.  
4050 Calle Real  
Santa Barbara, CA 93110

**POLICY PERIOD:**

FROM 06/10/2013 TO 06/10/2014  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Maximize the health status of all residents of Santa Barbara County

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

**LIMITS OF COVERAGE:**

GENERAL AGGREGATE LIMIT.....	\$ 1,000,000
EACH COMMON CAUSE LIMIT.....	\$ 1,000,000

**PREMIUM:**

**Included**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

CG 00 33/01 96

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE  
FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED: 05/13/2013

BY

*Samuel C. R.*

(AUTHORIZED REPRESENTATIVE)





**INDEX OF FORMS ATTACHED TO THE POLICY**  
**POLICY NUMBER: 2013-15731 - NPO**

**NAME OF INSURED:** Foundation of Santa Barbara Regional Health Authority, Inc.

Page 1

**LIABILITY FORMS AND ENDORSEMENTS**

**FORM NUMBER/EDITION DATE**

Commercial General Liability Coverage Form	CG 00 01 07 98
Liquor Liability Coverage Form	CG 00 33 01 96
Additional Insured - Owners, Lessees or Contractors	CG 20 10 07 04
Additional Insured - Managers or Lessors of Premises	CG 20 11 01 96
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 07 98
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 11 85
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 07 04
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 07 04
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 07 04
Designated Professional Services Exclusion	CG 21 16 07 98
Exclusion of Certified Acts of Terrorism	CG 21 73 01 08
Health or Cosmetic Services Exclusion	CG 22 44 11 85
Products/Completed Operations Hazard Redefined	CG 24 07 11 85
Amendment - Aggregate Limits of Insurance (Per Location)	CG 25 04 11 85
Liability Arising Out of Lead Exclusion	CG 77 94 04 93
Common Policy Conditions	IL 00 17 11 98
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Business Auto Coverage Part Declarations	NIAC-AL-NPO
Fireworks Exclusion	NIAC-E11 07 92
Nuclear Energy Liability Exclusion Endorsement	NIAC-E12 05 92
Blood Testing Exclusion	NIAC-E15 02 09
Asbestos Exclusion	NIAC-E22 08 95
Additional Insured - Designated Person or Organization	NIAC-E25 01 98
Property Damage to Personal Property in the Care, Custody or Control of the Insured	NIAC-E28 01 99
Employee Personal Auto Reimbursement	NIAC-E29 12 09
Member Criteria	NIAC-E3 01 99
Mold, Fungus Exclusion	NIAC-E33 01 02
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 07 06
Cyber Coverage	NIAC-E52 09 11
Liberalization - GL, SSP, EBL	NIAC-E56 02 12
Liberalization - ISC	NIAC-E57 02 12
Volunteer Medical Payments	NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	NIAC-E61 02 13
Exclusion of Coverage for Claims By and Related to Past and Present Employees	NIAC-E7 10 04
Commercial General Liability Coverage Part Declarations	NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations	NIAC-LL-NPO
Improper Sexual Conduct Exclusion	NIAC-X1 08 02
Nonprofits' OWN Enhancement Endorsement	NPO-001 04 09
Business Auto Coverage Schedule	SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80

This list of forms is not part of the actual policy, but is for your information only.  
Please refer to the policy(s) for actual limits, coverages and exclusions.





## INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2013-15731 - NPO

NAME OF INSURED: Foundation of Santa Barbara Regional Health Authority, Inc.

Page 2

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### LIABILITY FORMS AND ENDORSEMENTS

Commercial General Liability Location Schedule

### FORM NUMBER/EDITION DATE

SCHEDULE L 01 80



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected Or Intended Injury

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

###### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and



- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or



- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".



#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.



## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance ; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

- a. "Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or

- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

## **COVERAGE C MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.



- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and



(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.



- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
    - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
    - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
  4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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



## **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

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

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

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

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

c. You and any other involved insured must:

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

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

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### **a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### **b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.



When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;



- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or



- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or

- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.



b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.





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

**NONPROFITS' OWN ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Except where designated below, the terms of the coverage part to which this endorsement is attached apply to the insurance provided by this endorsement.

**I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS**

The following is a summary of additional coverages and limits provided by this endorsement:

	<u>Limit</u>
Non-owned Watercraft (up to 75 feet)	N/A
Supplementary Payments – Bail Bonds	\$5,000
Supplementary Payments – Investigation or Defense	\$1,000 / per day
Newly Formed Entities - until end of policy period	N/A
Workplace Violence Counseling	\$50,000
Unsatisfied Contributions	\$25,000
Identity Theft Expense	\$30,000
Terrorism Travel Reimbursement	\$30,000
Kidnap Expense	\$50,000
Executive Recruitment Expense	\$50,000
Abuse of Process	Included
Damage to Property of Others	\$5,000 Occurrence/ \$25,000 Aggregate



## **II. ADDITIONAL COVERAGES**

### **Non-owned Watercraft**

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2.g. Exclusions, Aircraft, Auto, or Watercraft Subparagraph (2) (a) is replaced by the following:

- (a) Less than 75 feet long; and

### **Supplementary Payments – Bail Bonds**

Supplementary Payments – Coverages A and B, Paragraph 1. b. is replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

### **Supplementary Payments – Investigation or Defense**

Supplementary Payments – Coverages A and B, Paragraph 1. d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 a day because of time off from work.

### **Newly Formed Entities**

Section II – Who is an Insured, Paragraph 4. a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

### **Workplace Violence Counseling**

We will pay, with respect to an act of "workplace violence" during the policy period, all reasonable expenses you incur for psychological counseling of your "employees" during the following six months, up to an annual aggregate amount of \$50,000. This coverage is subject to Exclusion 2.d. of Section I, Coverage A, regarding workers' compensation and similar laws.

### **Unsatisfied Contributions**

We will pay, with respect to an "unsatisfied contribution," the unpaid balance of a prior written pledge to contribute, up to an annual aggregate amount of \$25,000 for all such claims.

This Additional Coverage does not apply to:

1. An "unsatisfied contribution" from a donor who filed for, or who was in, bankruptcy before you received the donor's written pledge to contribute;
2. Any amount in excess of the fair market value of an "unsatisfied contribution" of goods, services or property;
3. An "unsatisfied contribution" where either the donor or you believed at the time of the written pledge that the donor would not be able to contribute the full amount pledged;



4. An "unsatisfied contribution" arising out of a written pledge made prior to the policy period;
5. An "unsatisfied contribution" first known to you after the policy period.

### **Identity Theft Expense**

We will reimburse any current "Member", except the "Organization", for necessary and reasonable "Identity Theft Expense" due to an "Identity Theft" first discovered by the "Member" during the policy period, reported to us within 60 days after discovery, and if the "Identity Theft" occurred while the "Member" was acting within the scope of employment for the "Organization." This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Identity Theft Expense" claims under this policy.

### **Terrorism Travel Reimbursement**

We will reimburse any current "Member" for necessary and reasonable "Extraordinary Travel Expense" incurred because of a "Certified Act of Terrorism" during the policy period. This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Extraordinary Travel Expense" claims under this policy.

### **Kidnap Expense**

We will reimburse necessary and reasonable expenses incurred by the "Organization" resulting directly from the kidnapping of a "Member" or a "Relative" during the policy period. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all kidnap expense claims under this policy.

Necessary and reasonable kidnap expenses include:

1. Fees and costs of independent negotiators;
2. Travel costs and accommodations incurred by a "Member" or a "Relative";
3. Salary paid by the "Organization" to a "Member" who is kidnapped, from the date of abduction to the earliest of:
  - a. Up to 30 days after release if the kidnapped "Member" has not yet returned to work;
  - b. Discovery of the kidnapped "Member's" death;
  - c. 120 days after the last credible evidence following abduction that the kidnapped "Member" is still alive; or
  - d. 60 months after the "Member's" abduction.
4. Interest costs for any loan from a financial institution taken by the "Organization" to pay a ransom demand;
5. Reward money paid by the "Organization" to an informant, other than a "Member" or a "Relative", that leads to the arrest and conviction of parties responsible for loss under this additional coverage.



## **Executive Recruitment Expense**

We will reimburse necessary and reasonable extra expense incurred to recruit a person to replace the Chief Executive Officer or Executive Director of the "Organization" if the Chief Executive Officer or the Executive Director dies by accident during the policy period. Such extra expense includes amounts paid by the "Organization" for advertising, travel reimbursement, legal costs and executive search firm consulting fees. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all recruitment expense claims under this policy.

## **Abuse of Process**

Section V – Definitions, Paragraph 14.b. is replaced by the following:

b. Malicious prosecution or abuse of process;

## **Damage to Property of Others**

We will pay for damage to property of others when such damage is the result of an act committed by a client of the first Named Insured, and the property damaged is owned by someone other than the Named Insured or any of the Named Insured's clients, employees or volunteers. This additional coverage is subject to an occurrence limit of \$5,000 for any act, and an annual aggregate of \$25,000.

## **III. ADDITIONAL DEFINITIONS**

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002.

"Extraordinary Travel Expense" means necessary and reasonable hotel expense incurred within 48 hours of a "Certified Act of Terrorism" that caused a "Member's" commercial train trip or airline flight to be cancelled, as well as the increased amount necessarily and reasonably incurred by the "Member" due to rescheduling train or airline transportation that was cancelled as a result of a "Certified Act of Terrorism".

"Identity Theft" means fraudulent use of the social security number or other method of identifying a current "Member", except the "Organization", and includes fraudulently using the personal identity of the "Member" to establish credit, secure loans, enter into contracts or commit crimes.

"Identity Theft Expense" means necessary and reasonable expense for:

1. Costs of re-filing applications for loans, grants or other credit instruments that are rejected solely as the result of an "Identity Theft";
2. Costs of notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "Member's" efforts to report an "Identity Theft" or amend or rectify records with respect to the "Member's" true name or identity as a result of an "Identity Theft".

"Member" means the "Organization" and any natural person who was, is, or becomes duly elected a director or trustee, or duly elected or appointed officer, employee, committee member, volunteer, intern or student in training of the "Organization", solely in his or her capacities as such. "Member" also means the spouse of a director, trustee, officer, employee, committee member, volunteer, intern or student in training for a claim arising solely out of his or her status as the spouse of a member.



"Organization" means the entity(ies) designated as insured in the declarations.

"Relative" means the spouse, parent, child (including a ward or foster child) or legally recognized domestic partner of a "Member".

"Unsatisfied contribution" means a contribution of money, goods, services or property, pledged to you in writing, that is not honored because of the donor's bankruptcy, reorganization, unemployment or incapacitation where such bankruptcy, reorganization, unemployment or incapacitation prevents the donor from fulfilling its terms of the contribution.

"Workplace violence" means any intentional threat or act of deadly force occurring on your premises and resulting in "bodily injury" to your "employee" or to your guest.



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

## **IMPROPER SEXUAL CONDUCT EXCLUSION**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
SOCIAL SERVICE PROFESSIONAL LIABILITY ENDORSEMENT

The insurance provided by this policy affords **NO COVERAGE** with respect to any claim, suit or cause of action which arises from, or is in any way related to:

- A. **Any form of sexual misconduct**, including but not limited to sexual abuse, sexual molestation, sexual harassment, sexual assault, sexual battery, sexual exploitation, or sexual injury, whether actual or threatened, committed or allegedly committed by any Named Insured, insured or:
  - 1. any Nonprofits' Insurance Alliance of California member;
  - 2. any employee or volunteer of any Nonprofits' Insurance Alliance of California member;
  - 3. any other person performing services for or on behalf of any Nonprofits' Insurance Alliance of California member;
  - 4. any client, participant, service recipient, student or patient of any Nonprofits' Insurance Alliance of California member; or
  - 5. any person relating to or in any way interacting with any Nonprofits' Insurance Alliance of California member; or
- B. Employment practices concerning a person who commits or allegedly commits any of the acts cited in paragraph A above, including but not limited to hiring, reference checks, background investigation, improper or inadequate supervision or failure to suspend, discipline or terminate; or
- C. Failure to report an incident of any form of sexual misconduct, including but not limited to sexual abuse, sexual molestation, sexual harassment, sexual assault, sexual battery, sexual exploitation, or sexual injury, to the proper authorities, or the withholding of pertinent information concerning same from such authorities.

This exclusion shall apply regardless of the legal form ANY claim or complaint may take, and shall apply to each and every cause of action and allegation contained in a claim or complaint if ANY cause of action or allegation in that claim or complaint in ANY manner sets forth an allegation of ANY form of sexual misconduct. For example, if a claim is made or a complaint is filed against an individual or entity referred to in paragraph A above, there is **NO COVERAGE** for ANY individual or entity under the policy, regardless of ANY other coverage provisions that might otherwise apply.



### **BINDING ARBITRATION CLAUSE**

All disputes which may arise under or in connection with the applicability of this exclusion shall be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. The arbitration shall be held in San Francisco, California. The decision rendered by the arbitration shall be final and binding upon all parties and judgment thereon may be entered in any court having jurisdiction thereof.

### **COVERAGE AVAILABLE (OPTIONAL)**

#### **IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE**

Coverage for sexual misconduct may be purchased as an optional coverage. This optional sexual misconduct coverage is provided only by the Improper Sexual Conduct Liability Coverage Form. Such coverage is provided only if the coverage is shown in the Declarations, the additional premium indicated has been paid and the Improper Sexual Conduct Liability Coverage Form has been attached to this insurance policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## **MEMBER CRITERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART

A named insured of the Nonprofits' Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **LIBERALIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICE PROFESSIONAL LIABILITY ENDORSEMENT  
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

The following is added to the conditions section:

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **VOLUNTEER MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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Part 2, Exclusions, of COVERAGE C MEDICAL PAYMENTS is hereby amended to read:

2. Exclusions

- a. To any insured, except a volunteer worker while acting at your direction and within the scope of their duties as a volunteer for you.





**Nonprofits' Insurance  
Alliance of California**  
A HEAD FOR INSURANCE ... A HEART FOR NONPROFITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:



- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION OF COVERAGE FOR CLAIMS BY AND RELATED TO PAST AND PRESENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This coverage does not apply to:

Any claim by, or liability to, any "employee claimant" or to any obligation to indemnify another because of any claim by or liability to an "employee claimant."

Additional definition applicable to this exclusion:

"Employee claimant" includes, but is not limited to, employees, applicants for employment, former employees, officers, former officers, directors and former directors of any insured, while acting in their capacity as employees, applicants for employment, former employees, officers or former officers, directors or former directors of the insured, as well as any derivative claim of any spouse, child, brother, sister, parent, dependent, successor, subrogee or assignee of any such employee, applicant for employment, former employee, officer, former officer, director or former director.

It is also agreed that part b. of paragraph 2. **Exclusions, (SECTION I, COVERAGE A.)** is deleted and replaced by the following:

### **2. Exclusions.**

This insurance does not apply to:

- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
  - (2) That the insured would have in the absence of the contract or agreement; or
  - (3) Assumed by you in a contract or agreement with a governmental agency, public entity or your funding source that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement and which "bodily injury" or "property damage" is sustained by an "employee claimant," as defined in this endorsement.





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## **FIREWORKS EXCLUSION**

This insurance does not apply to any liability caused, directly or indirectly, by fireworks or any similar explosive material.



## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION

I. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury",  
"personal 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, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon 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 amendatory 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, to expenses incurred with respect to "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", "personal 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 on behalf of, an "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

(3) The "bodily injury", "personal 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 possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. 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, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

"Property damage" includes all forms of radioactive contamination of property.



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### **EXCLUSION -- BLOOD TESTING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT**

This insurance does not apply to claims for damages arising out of:

1. Services in connection with the donating, drawing, or testing of blood, except for any evaluation, consultation or advice given by or on behalf of any insured in connection with such services;
2. Any error, omission, defect or deficiency in any such test performed;
3. The handling, transportation, distribution or storage of any blood product by any insured;
4. The liability of any insured for acts or omissions of any doctor of medicine, technician, phlebotomist, or nurse with respect to any activities listed in 1. through 3. above;
5. The liability of any insured for the negligent hiring or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any activities listed in 1. through 3. above.





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## **EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of or related in any way to asbestos or asbestos-containing materials.

We shall not have the duty to defend any such claim or "suit."





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**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PROPERTY DAMAGE TO PERSONAL PROPERTY IN THE CARE, CUSTODY  
OR CONTROL OF THE INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed that the following is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Number 2. Exclusions., Letter j. "Property damage" to: Item (4):

- (a) This exclusion applies to "property damage" to personal property in the care, custody or control of the insured when the personal property is valued greater than \$25,000. This is excess over any other valid collectible insurance.
- (b) Defense costs arising from "property damage" to personal property in the care, custody or control of the insured are limited to \$25,000 per claim or suit.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EMPLOYEE PERSONAL AUTO REIMBURSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

We agree to pay the lesser of the personal auto insurance comprehensive deductible, or the actual cost of repair in the absence of personal auto insurance comprehensive coverage, up to \$1,000 to an employee or volunteer of the Insured if the personal auto of the employee or volunteer is damaged by a client of the Insured. The most we will pay during a policy term is limited to \$3,000.





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## **MOLD, FUNGUS OR MICROBIAL CONTAMINATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT  
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT  
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
  - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Section B - Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, *Penicillium*, *Aspergillus*, or *Stachybotrys chartarum*.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT  
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT  
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART  
DIRECTORS AND OFFICERS LIABILITY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **CYBER COVERAGE**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **I. ELECTRONIC DATA LIABILITY (IDENTITY THEFT INCLUDED)**

**A.** The following paragraphs are added to the **Definitions** Section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Identity theft" means fraudulent appropriation and use of a person's identifying or personal information, including both "electronic data" as well as information contained in printed or written format.

**B.** The following paragraph is added to the definition of "insured contract" in the **Definitions** Section:

g. That part of any other contract or agreement pertaining to your business that indemnifies another party for tort liability arising out of "loss of electronic data."

**C.** The following paragraphs are added to the **Definitions** Section:

"Loss of electronic data" means:

1. Damage to, loss of, loss of use of, corruption of, inability to access or inability to manipulate "electronic data;" and

2. "Identity theft."

**D.** For the purposes of the coverage provided by this endorsement, the definition of "occurrence" in the **Definitions** Section is replaced by the following:

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. With respect to "loss of electronic data," "occurrence" shall mean an accident, or a negligent act, error or omission or series of causally related accidents, negligent acts, or errors or omissions.

**E.** For the purposes of the coverage provided by this endorsement, the following paragraphs are added to the definition of "property damage" in the **Definitions** Section:

c. "Loss of electronic data." All "loss of electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.



## **II. SECURITY EVENT COSTS AND EXPENSES**

- A. We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, for notification of a "security event" to third parties in compliance with governmental or judicial requirements, or for credit protection services furnished to third parties whose private information may have been disclosed.

- B. The following paragraphs are added to the **Definitions** Section:

"Security event" means:

1. An act, error or omission that results, during the policy period, in unauthorized access or unauthorized use of your computer system; or
2. Unauthorized or unexpected interference by anyone that restricts or prevents access, during the policy period, to a computer system by persons who are authorized to gain such access; or
3. Infection of your computer system, during the policy period, by corrupting or harmful computer code.

- C. Our maximum aggregate limit of liability for all "security event" costs and expenses covered by this policy shall be \$50,000.

## **III. CYBER EXTORTION**

- A. We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, because of a threat or threats, during the policy period, that include an actual extortion demand related to your computer system.

- B. Our maximum aggregate limit of liability for all costs and expenses due to extortion covered by this policy shall be \$50,000.

## **IV. CRISIS MANAGEMENT AND REWARD EXPENSES**

- A. We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for "crisis management" due to a "security event," if that "security event" takes place during the policy period.

- B. The following paragraph is added to the **Definitions** Section:

"Crisis management" means hiring for a specified period of time following a "security event" such organizations as a law firm, an information security firm or a public relations firm, as well as preparation and placement of advertisements and public relations activities.

- C. We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for payment of a "reward."

- D. The following paragraph is added to the **Definitions** Section:

"Reward" means the reasonable amount that you pay a person for information regarding a "security event" or threatened or actual extortion covered by this policy; provided that the information is not otherwise available and leads to the arrest and conviction of a person responsible for the crime.

- E. Our maximum aggregate limit of liability for all "crisis management" and "reward" costs and expenses covered by this policy shall be \$10,000.



## LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

### SECTION I – LIQUOR LIABILITY COVERAGE

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies to "injury" which occurs during the policy period in the "coverage territory".

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected or Intended Injury

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

##### b. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

##### c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

##### d. Liquor License Not in Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

##### e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;



- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**f. Other Insurance**

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

**SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**2. Each of the following is also an insured:**

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

**(1) "Injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.



(2) "Property damage" to property:

- (a) Owned or occupied by, or
- (b) Rented or loaned

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

b. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.

3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

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

### SECTION IV – LIQUOR LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Injury, Claim Or Suit

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

- (1) How, when and where the "injury" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury" arising out of an occurrence.

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

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

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



**c. You and any other involved insured must:**

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

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

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.



#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the "injury" does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The "injury" arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Injury" means all damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of services or loss of support.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
10. "Your product" means:
  - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products."Your product" includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - b. The providing of or failure to provide warnings or instructions."Your product" does not include vending machines or other property rented to or located for the use of others but not sold.



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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	<b>All insured premises and operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 11 01 96

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

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

**Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.**

3. Additional Premium: **Included**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 07 98

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

## **ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**State Or Political Subdivision:**

Any State or Political Subdivision that issues a permit to the named insured.

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

**Section II – Who Is An Insured** is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



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

**ADDITIONAL INSURED –  
MORTGAGEE, ASSIGNEE, OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization acting as a Mortgagee, Assignee, or Receiver with respect to locations scheduled on the policy.

**Designation of Premises:**

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

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.



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

## **ADDITIONAL INSURED – CHARITABLE INSTITUTIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.



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

## **ADDITIONAL INSURED – VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section II – Who Is An Insured** is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal and advertising injury":
  - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
  - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph 1.a. above;
2. "Property damage" to property:
  - a. Owned, occupied, or used by,
  - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose byyou, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 1.a. or b. above; or
- d. Arising out of his or her providing or failing to provide professional health care services.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED  
EQUIPMENT – AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Who Is An Insured (Section II)** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

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



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 21 16 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Description Of Professional Services:
1. Any and all professional services
2.
3.

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

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT  
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART  
DIRECTORS AND OFFICERS LIABILITY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State 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:

- a. 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
- b. 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.



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

## **EXCLUSION – HEALTH OR COSMETIC SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

#### **Description of Operations:**

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

The following exclusion is added to COVERAGES A and B (Section I):

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:

**1. The rendering or failure to render:**

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

**b.** Any health service or treatment; or

**c.** Any cosmetic or titorial service or treatment.

- 2.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- 3.** The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.



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

## **PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Description of Premises and Operations:**

Any premises and operations shown in the Declarations.

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

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

- a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.



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

**AMENDMENT-AGGREGATE LIMITS OF INSURANCE  
(PER LOCATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



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

## **EXCLUSION - LIABILITY ARISING OUT OF LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART.  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART.

This insurance does not apply to:

1. "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or
2. any loss, expense, liability or other type of obligation arising out of or resulting from, or in any way related to any:
  - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead in any form from any source, or to any
  - b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an "insured" or to defend or indemnify an "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement.



## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



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

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:**

- (1) Nonpayment of premium; or**
- (2) Discovery of fraud by:**
  - (a) Any insured or his or her representative in obtaining this insurance; or**
  - (b) You or your representative in pursuing a claim under this policy.**

- b. 30 days before the effective date of cancellation if we cancel for any other reason.**

**3. All Policies In Effect For More Than 60 Days**

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:**

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.**
- (2) Discovery of fraud or material misrepresentation by:**
  - (a) Any insured or his or her representative in obtaining this insurance; or**
  - (b) You or your representative in pursuing a claim under this policy.**
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.**



- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation Common Policy Condition**:

#### 7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
  - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.



- C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
  - d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Commercial Property Coverage Part – Causes Of Loss –Special Form; or
    - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
3. We are not required to send notice of nonrenewal in the following situations:
    - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.



- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.





P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



**Nonprofits' Insurance  
Alliance of California**  
A HEAD FOR INSURANCE ... A HEART FOR NONPROFITS

### BUSINESS AUTO COVERAGE PART DECLARATIONS

PRODUCER: Hub International Insurance Services, Inc.  
P.O. Box 3310  
Santa Barbara, CA 93130

POLICY NUMBER: 2013-15731- NPO

RENEWAL OF NUMBER: 2012-15731-NPO

**Item One:** NAME OF INSURED AND MAILING ADDRESS:  
Foundation of Santa Barbara Regional Health Authority, Inc.  
4050 Calle Real  
Santa Barbara, CA 93110

POLICY PERIOD: FROM 06/10/2013 TO 06/10/2014  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Maximize the health status of all residents of Santa Barbara County

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

**Item Two:** SCHEDULE OF COVERAGES AND COVERED AUTOS.

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES		COVERED AUTOS <small>Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.</small>	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY CSL		N/A	EXCLUDED	N/A
HIRED AUTO		8	\$1,000,000 CSL	\$50
NONOWNED AUTO		9	INCLUDED	\$100
AUTO MEDICAL PAYMENTS		N/A	EXCLUDED	N/A
UNINSURED MOTORIST			EXCLUDED	N/A
UNINSURED MOTORIST-PD			EXCLUDED	N/A
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	8	Actual cash value or cost of repair whichever is less minus \$500	Incl.
	COLLISION COVERAGE	8	\$500	Incl.
TOWING AND LABOR		N/A	\$N/A for each disablement of a private passenger "auto"	N/A
ESTIMATED TOTAL PREMIUM				\$150

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:  
CA 00 01 03 10, CA 00 29 12 88, CA 01 43 05 07, CA 20 54 10 01, CA 20 55 10 01, CA 99 33 02 99, CA 99 34 12 93,

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED: 05/13/2013

BY

(AUTHORIZED REPRESENTATIVE)

(01090)





P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



## BUSINESS AUTO COVERAGE FORM

POLICY NUMBER: 2013-15731 - NPO

SCHEDULE BA  
Page 1

NAME INSURED: Foundation of Santa Barbara Regional Health Authority, Inc.

**Item Three:** SCHEDULE OF COVERED AUTOS YOU OWN

DESCRIPTION			TERR.	CLASS CODE	DEDUCTIBLES apply only if coverage is provided as indicated below.		TOWING & LABOR  Limit per Disablement
COVERED AUTO NO.	YEAR, MODEL, TRADE NAME, BODYTYPE, SERIAL NUMBER(S)	VIN			OTHER THAN COLLISION	COLLISION	

NO OWNED AUTOS

N/A

PREMIUMS: COVERAGE IS PROVIDED ONLY IF A PREMIUM CHARGE IS INDICATED.

COVERED AUTO NO.	NON- OWNED	HIRED	LIABILITY	MED PAY	UM/ UIM	PHYSICAL DAMAGE		TOWING AND LABOR	ADDITIONAL INSURED / LOSS PAYEE: <small>Except for towing, all physical damage loss is payable to you and the Loss Payee named below as interest may appear at the time of loss. See attached Schedule A1.</small>
						COLL.	COMP.		

N/A

NO/H 100 50

Hired PD

Hired Physical Damage Deductibles:

Comprehensive: \$500 Collision: \$500

*Samuel C. Q.*

Signature

05/13/2013

Date





**INDEX OF FORMS ATTACHED TO THE POLICY**  
**POLICY NUMBER: 2013-15731- NPO**

**NAME OF INSURED:** Foundation of Santa Barbara Regional Health Authority, Inc.

Page 1

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**AUTO FORMS AND ENDORSEMENTS**

**FORM NUMBER/EDITION DATE**

Business Auto Coverage Form	CA 00 01 03 10
Changes in Business Auto and Truckers Coverage Forms - Insured Contract	CA 00 29 12 88
California Changes	CA 01 43 05 07
Employee Hired Autos	CA 20 54 10 01
Fellow Employee Coverage	CA 20 55 10 01
Employees as Insureds	CA 99 33 02 99
Social Service Agencies - Volunteers as Insureds	CA 99 34 12 93



## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.



19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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#### B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II – LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.



(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## **2. Coverage Extensions**

### **a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### **b. Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## **B. Exclusions**

This insurance does not apply to any of the following:

### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### **2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

### **3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.



#### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.



Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.



All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### **4. Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

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

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

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### **B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.



**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.



## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.



## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

### 2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

### 3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

### 5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

### 6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

**SECTION V – DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".



Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
- 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers; or



6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.



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

## **FELLOW EMPLOYEE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply.



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

## **CHANGES IN BUSINESS AUTO AND TRUCKERS COVERAGE FORMS – INSURED CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

E. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
6. That part of any contract or agreement entered into, as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto;"

7. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

1. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.



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

## **CALIFORNIA CHANGES**

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

**A. The term "spouse" is replaced by the following:**

Spouse or registered domestic partner under California law.

**B. The following are added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier and Truckers Coverage Forms and supersede any provisions to the contrary:**

**1. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:**

- a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos", and
- b. The other provides coverage to a person not engaged in that business, and
- c. At the time of an "accident", a person described in Paragraph 1.b. is operating an "auto" owned by the business described in Paragraph 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph 1.a. is excess over any coverage available to that person.

**2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:**

- a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos", and

- b. The other provides coverage to a person not engaged in that business, and

- c. At the time of an "accident" an "insured" under the Coverage Form described in Paragraph 2.a. is operating an "auto" owned by a person described in Paragraph 2.b., then the Coverage Form issued to the business described in Paragraph 2.a. is primary and the liability coverage issued to a person described in Paragraph 2.b. is excess over any coverage available to the business.

**3. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:**

- a. One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators, and
- b. The other provides coverage to a person other than as described in Paragraph 3.a., and
- c. At the time of an "accident", a person who is not the Named Insured of the policy described in Paragraph 3.a., and who is not the agent or "employee" of such Named Insured is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph 3.a., then the liability coverage provided by the Coverage Form or policy described in Paragraph 3.b. is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph 3.a. is excess over any coverage available to that person.



4. Notwithstanding Paragraph B.3., when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:

- a. One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
- b. The other provides coverage to a Named Insured not engaged in that business; and
- c. At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph 4.a., then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph 4.b. is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

C. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

1. Used or maintained for the transportation of persons for hire, compensation or profit;
2. Designed, used or maintained primarily for the transportation of property; or
3. Leased for a period of six months or more.



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

## **EMPLOYEE HIRED AUTOS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

### **A. Changes In Liability Coverage**

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **B. Changes In General Conditions**

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms, Paragraph 5.d. of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph 5.f. of the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".



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

## **EMPLOYEES AS INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

The following is added to the **Section II – Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.



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

**SOCIAL SERVICE AGENCIES – VOLUNTEERS  
AS INSUREDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".



**EXHIBIT C**  
**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
Grants under the FIRST 5 Santa Barbara County Children & Families Commission  
For contracts REQUIRING professional liability insurance coverage

**INDEMNIFICATION**

**Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the FIRST 5 of Santa Barbara County Children & Families Commission (hereafter COMMISSION) and the County of Santa Barbara (hereafter COUNTY), their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COMMISSION and/or COUNTY.

CONTRACTOR shall notify the COMMISSION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**Indemnification pertaining to Professional Services:**

CONTRACTOR shall indemnify and save harmless the COMMISSION and COUNTY, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COMMISSION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**INSURANCE**

Without limiting the CONTRACTOR's indemnification of the COMMISSION and COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COMMISSION and COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COMMISSION and COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COMMISSION and COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COMMISSION and COUNTY stating that fact.



2. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COMMISSION and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COMMISSION and COUNTY, their officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention [SIR] over \$10,000 requires approval by the COMMISSION and COUNTY.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COMMISSION and COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COMMISSION and COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance:** Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COMMISSION and COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COMMISSION representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COMMISSION shall maintain current certificate(s) of insurance at all times in the office of the designated COMMISSION representative as a condition precedent to any payment under this Agreement. Approval of insurance by COMMISSION and COUNTY or acceptance of the certificate of insurance by COMMISSION and COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services or operation pursuant to the contract, nor shall it be deemed a waiver of COMMISSION's and COUNTY's rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COMMISSION's and COUNTY's insurance requirements, COMMISSION and COUNTY may, at their sole discretion and at the CONTRACTOR's expense, provide compliant coverage.



The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based upon changed risk of loss or in light of past claims against the COMMISSION and COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COMMISSION's and COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.



Broker : Hub International Insurance Services, Inc.  
P.O. Box 3310  
Santa Barbara, CA 93130

## **IMPORTANT POLICY INFORMATION ENCLOSED**

Enclosed along with the NIAC Insurance Policies are Evidence of Insurance Forms (Automobile Identification Cards) for the vehicles that are insured through NIAC. These cards need to be in each vehicle insured by NIAC. A peace officer may ask for this information if your automobile is involved in an accident or is stopped for a moving violation.



**Nonprofits' Insurance  
Alliance of California**  
A HEAD FOR INSURANCE . . . A HEART FOR NONPROFITS

May 13, 2013





**Nonprofits' Insurance  
Alliance of California**  
A HEAD FOR INSURANCE . . . A HEART FOR NONPROFITS

Date: 05/13/2013  
To: Foundation of Santa Barbara Regional Health Authority, Inc. (15731)  
From: Underwriting Department, AMS  
Re: Please review your renewal policies

### **IMPORTANT INFORMATION ABOUT YOUR RENEWAL POLICY**

Thank you for renewing your policy with Nonprofits' Insurance Alliance of California.

Because your policy met some eligibility criteria, your broker elected to have your policy automatically renewed. That means the policy was renewed with the same coverages, limits, and locations as the expiring policy.

**In order to ensure that you are covered for all of your operations, it is extremely important that you review your coverages, limits and locations with your broker.**

It only takes a few minutes to confirm your policy is accurate. If you have any questions or need to make any corrections, please contact your broker.





**Nonprofits' Insurance  
Alliance of California**

A HEAD FOR INSURANCE . . . A HEART FOR NONPROFITS

P.O. Box 8507, Santa Cruz, CA 95061-8507 [www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)  
(831) 459-0980 (800) 359-6422 Fax (831) 459-0853

*NIAC is a nonprofit 501(c)(3) tax-exempt organization*

Dear NIAC Member,

Your insurance broker has put your policy on our Direct Bill Program. We have developed this more flexible billing system in response to feedback from our members.

Each month you will receive a statement documenting recent activity on your account. Similar to a credit card statement, you will have the choice to pay off the entire balance or make the minimum payment. Your first statement will require a minimum payment of 20% of the total annual premiums. The second through ninth statements will require a minimum payment of 10% of the total annual premiums, plus any unpaid portion of the previous minimum payment. In addition, the minimum payment will reflect adjustments for changes in coverage, and a charge for interest.

Please note that an interest charge will be assessed on all outstanding balances after the first statement. Our current simple interest charge is equivalent to 3% APR (.25% per month). This charge will be itemized in the detail section of each statement.

We hope this more flexible payment method meets the needs of your agency. If you have any questions or comments, feel free to call our accounting department at (800) 359-NIAC.

Sincerely,

Kimberly Aday  
VP Finance & Treasurer



# Claims Reporting Procedure

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## REPORT CLAIMS IMMEDIATELY!

There is no negative impact on your policy for reporting an incident.  
When in doubt – report it!

If you have any questions concerning whether to report an incident or claim,  
call your broker.

## HOW DO YOU KNOW WHEN AN INCIDENT REQUIRES A CLAIM TO BE REPORTED?

1. There's been an accident
2. Someone has been hurt
3. Property has been damaged
4. You think someone ought to know "just in case"

## IF YOU NEED TO REPORT A CLAIM:

1. Complete the appropriate reporting form:
  - Driver Accident Report Form – motor vehicle accident
  - Incident Report Form – all other accidents

An original of these forms follows this page of your policy. Additional forms are available at our secure website: [www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org).

NOTE: Claims for North American Elite Property Insurance do not require a separate form. Your insurance broker will send us an ACORD claim form.

2. Tell your insurance broker to report the claim to the AMS Insurance Services, Inc. Claims Department by email at: [newclaims@insurancefor nonprofits.org](mailto:newclaims@insurancefor nonprofits.org)

## EMERGENCY SITUATIONS

If you need to report a claim during **non-business hours** and cannot reach your broker, call 1-866-718-1947. This number should **only** be used for true claims emergencies.



# Incident Report Form

## CLAIMS REPORTING PROCEDURE

If you have a question concerning whether to report an incident or claim, call your broker.

**NONPROFIT / INSURED** – Complete all items to the best of your ability, sign and date page 2, and immediately give it to your supervisor.

**Supervisor** – Fax this Incident Report Form to your insurance broker immediately.

**Important:** Retain any equipment or furniture which caused or contributed to an injury until it can be inspected by an insurance representative.

**BROKER** – Refer to our website for instructions on claim reporting.

If a claim needs to be reported after business hours or on the weekend, call (866) 718-1947.

This number is reserved for true claims emergencies after business hours and weekends.

## General Information

Name of Nonprofit Organization			ANI/NIAC Policy Number		
Name of Contact			Title		
Nonprofit Address – Street			City	State	Zip
Business Phone # (     )	Ext. (     )	Business Fax # (     )	E-mail Address		

## Incident Information

Date of Incident	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Incident AM / PM	Did the incident occur on organization's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
Location of Incident (if possible, take pictures of the area with a digital or disposable camera)			
Description of Incident (A brief factual account of the incident; include who was involved, how the incident occurred and what action is being taken in response to the incident. Use the back of the sheet if more space is needed.)			

## Witness Information

	Name and Address	Daytime Phone	Email Address	DOB
1.				
2.				



**Claimant Information**

1. Name of Injured Party		DOB	<input type="checkbox"/> Employee <input type="checkbox"/> Client <input type="checkbox"/> Volunteer <input type="checkbox"/> Visitor <input type="checkbox"/> Other –
Address – Street		City	State Zip
Home Phone # ( )		Business Phone # ( )	Email Address
Description of Injury (nature and extent of; please be specific):			
Transported by Ambulance <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and Phone # of Hospital or Doctor, if applicable	

**Observations of Nonprofit**

Claimant's Attire/Description of Clothing (i.e., shorts, t-shirt)	Type of Shoes	Was Claimant carrying anything? (if yes, what) <input type="checkbox"/> No <input type="checkbox"/> Yes –
Describe claimant's demeanor when making the report (i.e., agitated, in obvious or no obvious pain, able to move around while describing what happened, etc.)		

*(use the back of the form or attach an additional sheet of paper if needed)***Claimant Information**

2. Name of Injured Party		DOB	<input type="checkbox"/> Employee <input type="checkbox"/> Client <input type="checkbox"/> Volunteer <input type="checkbox"/> Visitor <input type="checkbox"/> Other –
Address – Street		City	State Zip
Home Phone # ( )		Business Phone # ( )	Email Address
Description of Injury (nature and extent of; please be specific):			
Transported by Ambulance <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and Phone # of Hospital or Doctor, if applicable	

**Observations of Nonprofit**

Claimant's Attire/Description of Clothing (i.e., shorts, t-shirt)	Type of Shoes	Was Claimant carrying anything? (if yes, what) <input type="checkbox"/> No <input type="checkbox"/> Yes –
Describe claimant's demeanor when making the report (i.e., agitated, in obvious or no obvious pain, able to move around while describing what happened, etc.)		

*(use the back of the form or attach an additional sheet of paper if needed)*

PRINT NAME OF INDIVIDUAL COMPLETING THE FORM

SIGNATURE

DATE



# Driver's Accident Report Form

## IN THE EVENT OF AN ACCIDENT

### NONPROFIT / INSURED

**Driver** – Complete all items to the best of your ability, sign and date page 3, and immediately give it to your supervisor.

**Supervisor** – Fax this Driver's Accident Report form to your insurance broker immediately.

**BROKER** – Refer to our website for instructions on claim reporting.

If a claim needs to be reported after business hours or on the weekend, call (866) 718-1947.

This number is reserved for true claims emergencies after business hours and weekends.

## Driver/Vehicle Information

Name of Driver (first and last)		Driver's Age	Driver License No.		State
Driver's Address – Street		City	State	Zip	Telephone No. (     )
Name of Nonprofit / Employer				ANI/NIAC Policy Number	
Nonprofit/Employer Contact Name		Contact Email Address			
Nonprofit / Employer Address – Street		City	State	Zip	Telephone No. (     )
Make of Nonprofit's Vehicle	Body Type	Year	License Plate #	V.I.N. (last four digits)	
Damage to Nonprofit's Vehicle:					

## Accident Information

Date of Accident	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Accident AM / PM	Location - Street or Highway & City		
On what street were you driving?			Direction (circle one) N S E W	Speed (approximate)	
On what street was other vehicle driving?			Direction (circle one) N S E W	Speed (approximate)	
Police Report? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of reporting officer	Agency	Citation/Report #		
Witness #1 Name (first and last)		Telephone No. (     )	Email Address		
Witness #2 Name (first and last)		Telephone No. (     )	Email Address		
Description of Accident (include weather and road conditions):					

(Use the back of this sheet if additional space is needed; please use the diagrams on page 3 to draw the accident)



## Passenger(s) in Your Vehicle (Add additional pages if needed)

Name (first and last)	Telephone No. (   )	Email Address	Age	Injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name	Telephone No. (   )	Email Address	Age	Injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name	Telephone No. (   )	Email Address	Age	Injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No
Ambulance called to scene? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of doctor or hospital		

## Other Vehicle Involved

Name of Driver (first and last)		Driver License No.		State
Address - Street	City/State/Zip	Telephone No. (   )	Email Address	
Name of Vehicle Owner (if different than above)		Telephone No. (   )	Email Address	
Name of Insurance Company		Policy #	Telephone No. (   )	
Year/Make of Vehicle	Body Type	License Plate No.		State
Damage to Vehicle:				
Passenger's Name (first and last)	Telephone No. (   )	Email Address	Age	Injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No
Passenger's Name (first and last)	Telephone No. (   )	Email Address	Age	Injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No

## Other Vehicle Involved (if any)

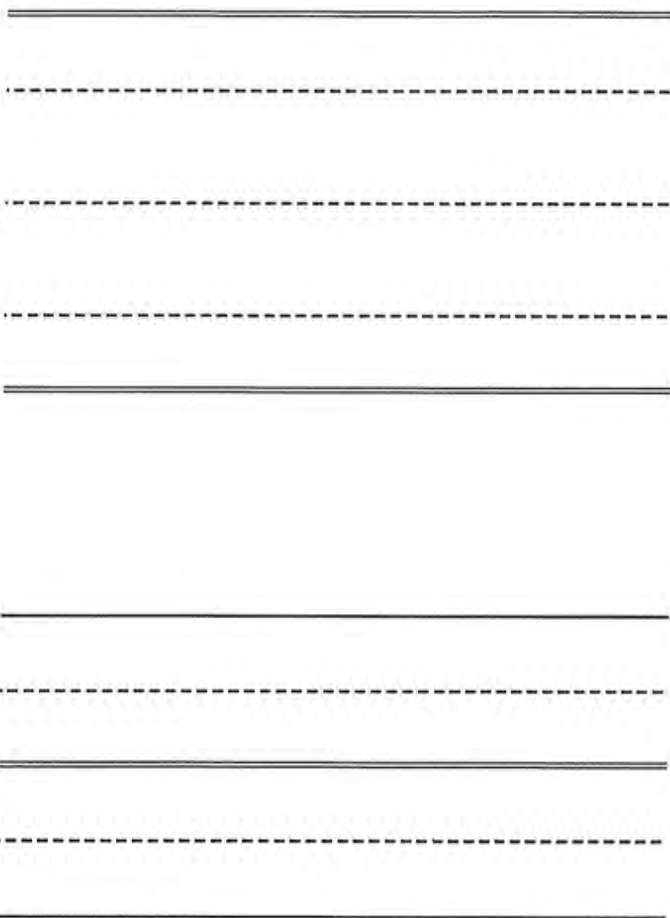
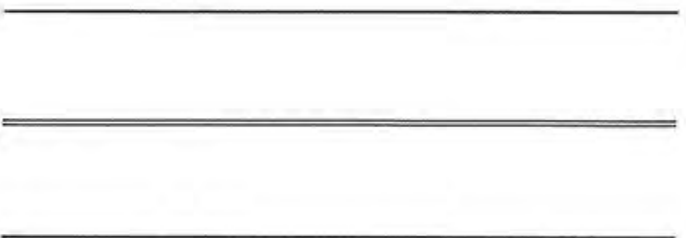
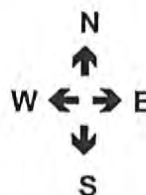
Name of Driver (first and last)		Driver License No.		State
Address - Street	City/State/Zip	Telephone No. (   )	Email Address	
Name of Vehicle Owner (if different than above)		Telephone No. (   )	Email Address	
Name of Insurance Company		Policy #	Telephone No. (   )	
Year/Make of Vehicle	Body Type	License Plate No.		State
Damage to Vehicle:				
Passenger's Name (first and last)	Telephone No. (   )	Email Address	Age	Injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No
Passenger's Name (first and last)	Telephone No. (   )	Email Address	Age	Injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No



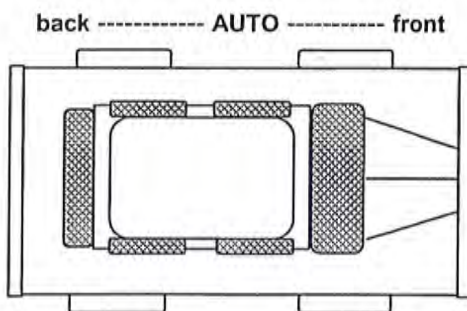
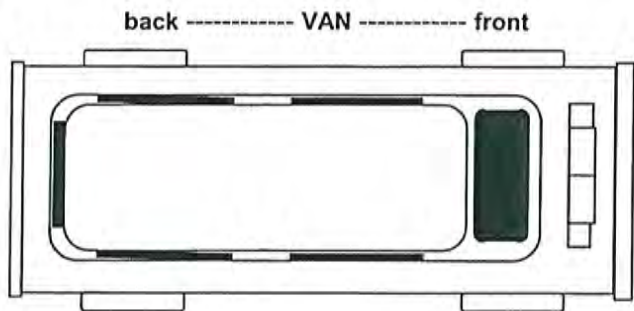
On the diagrams below, please draw the accident.  
(Be sure to include any stop signs or traffic signals.)

Legend:

- V 1 ► Your Vehicle
- V 2 ► Other Vehicle
- V 3 ► Other Vehicle (if any)



On the overhead diagrams below, please indicate the location of damage to *your* vehicle, if any.



SIGNATURE OF DRIVER

DATE



# CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

Named Insured/Applicant:
Company:

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.

## COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (800) 952-5210

California Department of Consumer Affairs  
Bureau of Automotive Repair 10240 Systems Parkway  
Sacramento, CA 95827

The Bureau of Automotive Repair can also accept complaints over its web site at:

[www.autorepair.ca.gov](http://www.autorepair.ca.gov)

## COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-HELP or (213) 897-8921

California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at:

[www.insurance.ca.gov](http://www.insurance.ca.gov)