



CITY OF LONG BEACH HOMELESS SERVICES ADVISORY  
COMMITTEE (HSAC) APPLICATION FOR MAYOR'S FUND TO END  
HOMELESSNESS

Please read Mayor's Fund Information Sheet before filling out application:  
[http://www.longbeach.gov/globalassets/health/homeless-servicesdivision/home-page/mayor-s-fund-one-pager\\_20200712](http://www.longbeach.gov/globalassets/health/homeless-servicesdivision/home-page/mayor-s-fund-one-pager_20200712)

1. Date: [June 6, 2021](#)

2. Applicant Eligibility

a. Organization: [Care Closet LBC](#)

b. Contact: [Nicole Rivera De Lia](#)

c. [501\(c\)\(3\) Number 85-3278091](#)

d. Address: [2114 Lime Ave Long Beach 90806](#)

. Attach Non-profit Entity Status Letter

<https://www.ftb.ca.gov/help/business/entity-status-letter.asp>

f. Attach proof of address (rent, utility bill, etc.) Health and Human Services  
1301 W. 12th St., Long Beach, CA 90813 (562) 570-4500 FAX (562)  
570-8234 [Because of COVID we are currently working remotely](#)


3. Provide the following information (.pdf preferred):

a. Number of years serving persons experiencing homelessness: [2](#)

- b. Current services provided: [Transportation for health care appointments, in addition to other services](#)
- c. Populations served (veteran, senior, LGBTQ, etc.): [Anyone experiencing homelessness in Long Beach](#)
- d. Number of persons served in an average month: [150](#)
- e. Amount of money requested: [\\$21,000](#)
- f. Statement of need – Please explain your gap need and how the money will be used- please attach, one page maximum
- g. Cost breakdown of proposed project- please attach, one page maximum: Please see attached

#### 4. Signature and Acknowledgement

Date [6/6/2021](#)

Signature   
DocuSigned by:  
626C069CDA8F47A...

Title: Chair, Board of Directors

Organization : Care Closet LBC

Funding is based upon cost reimbursement. Submission of an application is not a guarantee of funding. Applications will be reviewed by the Homeless Services Advisory Committee and must be approved by the Long Beach City Council. For more information, please email [homelesssservices@LongBeach.gov](mailto:homelesssservices@LongBeach.gov)

#### Current Services Provided & Statement of Need:

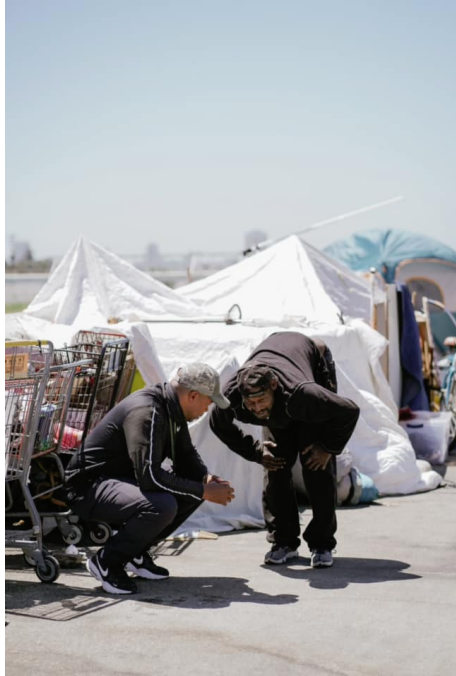
The "Care Closet Health Commute" is a program that helps match folks from within the homeless community to dental and health care providers. As part of this service we transport members of the homeless community to their destination. We are limited due to the size of our current vehicle (which only accommodates 4 passengers). We have relied on financial support from the Long Beach Community and have rented cargo vans in the past. With the help of the 'Mayor's Fund to End Homelessness' grant we could purchase a passenger van and be able to help far more people.

A couple examples:  
Mama Hazel's before and after-



Since Hazel received her new teeth she has been able to secure employment working at a storage facility.

James:



James is now on MediCal and receiving medical intervention



Although unclear in the photo, Josie was able to have 5 teeth pulled and replaced. We were able to schedule an interview with her for a welding



position and, as of yesterday, she has her first apartment in almost 10 years.



Having a passenger van would allow us to serve 3 times more people than we do now. Please see listing below:

2:50

Messages

autotrader.com


FILTER (2)

SORT


Video Walkaround

Local Home Delivery

SHOW ME THE CARFAX



♥

GREAT PRICE

Used 2019 Chevrolet Express 3500 LT Extended Passenger


42,648 miles

White • 2 wheel drive - rear • 6-Cylinder

LT Preferred Equipment Group

Private Seller (6.6 mi. away)


Confirm Availability




Personalize your shopping experience & save time at the store

SUVS & CROSSOVERS

GET READY TO WORK



GENERAL MOTORS FLEET



SEE ALL SUVs



STATE OF CALIFORNIA  
**FRANCHISE TAX BOARD**  
PO BOX 942857  
SACRAMENTO CA 94257-0540

## Entity Status Letter

Date: 4/19/2021

ESL ID: 3047230131

### Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4715769

Entity Name: CARE CLOSET LBC, INC.

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on \_\_\_\_\_ through the Franchise Tax Board Administrative Dissolution process.

### Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

### Connect With Us

Web: **ftb.ca.gov**  
Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays  
916.845.6500 from outside the United States  
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

**Health and Human Services**2525 Grand Avenue, Long Beach, CA 90815  
(562) 570-4581 FAX (562) 570-4066

---

**Award Eligibility Certification**

Per the City of Long Beach Request for Proposal (RFP) HE21-013 released on November 25, 2020 to provide economic relief to Black-serving non-profit community-based organizations and microbusinesses experiencing financial hardship from COVID-19. Eligible expenditures may be reimbursed dating back to March 5, 2020.

I, the undersigned certify that \_\_\_\_\_ (Name of Entity) meets the following eligibility requirements for RFP HE21-013:

- Applicant must be a registered 501(c)3 nonprofit organization or partner with a 501c3 as their fiscal agent or a microbusiness (defined as less than \$150,000 in annual revenue).
- Applicant cannot apply for reimbursement for expenditures that were already funded through any other contract funding (i.e. federal, state, or foundation grants, City of Long Beach CARES program, or other funding). General donation funding can be supplanted with these CARES funds, as it returns the general donations to the operating budget.
- Applicant must demonstrate provision of services/goods to Black Long Beach residents and/or community.
- Applicant must have spent funds due to COVID-19.
- Services provided must fall within the eligibility guidelines for the U.S. Treasury Coronavirus Relief Funds Act.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

---

Entity Name

---

Signature of Authorized Entity Official

---

Date

---

Name and Title of Signatory (please print)



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## DIRECTORS & OFFICERS LIABILITY POLICY DECLARATIONS

- Item 1.      Named Member:      Care Closet LBC  
                  Address:              P.O. Box 3677  
                                               Long Beach, CA 90803
- Item 2.      Policy Number:      2021-68844-DO-NPO  
                  Policy Period:      05/12/2021      to      05/12/2022  
                  (12:01 A.M. Standard time at the address stated in Item 1.)
- Item 3.      Limit of Liability:      \$ 1,000,000      Each Wrongful Act  
                                               \$ 1,000,000      Annual Aggregate
- Item 4.      Deductible:              N/A
- Item 5.      Premium:                  \$ 600  
                  (premium does not include Terrorism Coverage - Certified Acts)
- Item 6.      Applicable policy form(s) and Endorsement(s) effective at inception:
- |                     |                    |                      |                     |                     |
|---------------------|--------------------|----------------------|---------------------|---------------------|
| CG 21 73 01 15,     | NIAC DOEXPL 02 17, | NIAC-DODEC-NPO       | NIAC-E003 DO 08 20, | NIAC-E069 DO 02 19, |
| NIAC-E180 DO 01 21, | NIAC-E42 DO 09 19, | NIAC-E58 02 12,      | NIAC-EDO1 08 91,    | NIAC-EDO21 05 20,   |
| NIAC-EDO34 01 02,   | NIAC-EDO4 03 94,   | NIAC-EDO7 FLAT 07 09 |                     |                     |

Producer:      01728  
                  CalNonprofits Insurance Services  
                  P.O. Box 1610  
                  Capitola, CA 95010

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

*Pamela C. R.*

Authorized Company Representative  
 President, NIAC

**NIAC-DODEC - NPO**

05/14/2021



NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**DATE:** May 14, 2021  
**TO:** Care Closet LBC (68844)  
**FROM:** NIAC  
**RE:** New D&O Coverage

---

You have recently (purchased/renewed) Directors and Officers coverage with the Nonprofits Insurance Alliance of California (NIAC). As you are aware, you have purchased our "Zero Employee D&O Policy" created exclusively for nonprofits with no employees. This policy does not provide any employment practices liability coverage.

**Remember, if you hire any employees during the policy term, this D&O policy will only cover any employment related claims for the first 90 days. Please notify your broker immediately if you are considering hiring an employee.**

P.S. A knowledgeable, committed board of directors is the strongest protector of a charitable organization's accountability to the law, its clients, its donors and the public. Are you looking for a communications and information management solution for your board of directors? BOARDnetWORK was created by NIAC for its member-insureds. This FREE easy to use, web-based resource will help streamline the process of keeping your board organized and running smoothly.

View short demo at [www.boardnetwork.org](http://www.boardnetwork.org). For more information, call our Director of Loss Control at 831-621-6076.





**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

## INDEX OF FORMS ATTACHED TO THE POLICY

**POLICY NUMBER:** 2021-68844-DO

**NAME OF INSURED:** Care Closet LBC

Page: 1

### DIRECTORS AND OFFICERS FORMS AND ENDORSEMENTS

### FORM NUMBER / EDITION DATE

Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
D&O Policy - Excludes Employment Practices Liability	NIAC DOEXPL 02 17
Directors & Officers Liability Policy Declarations	NIAC-DODEC-NPO
Member Criteria	NIAC-E003 DO 08 20
Fiscal Sponsor Limitation	NIAC-E069 DO 02 19
Communicable Disease - Exclusion	NIAC-E180 DO 01 21
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 DO 09 19
Liberalization - D&O	NIAC-E58 02 12
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	NIAC-EDO1 08 91
ISC and Sexual Harassment Amendment flat fee	NIAC-EDO21 05 20
Mold, Fungus Exclusion	NIAC-EDO34 01 02
Blood Testing Exclusion	NIAC-EDO4 03 94
Non-Imputation	NIAC-EDO7 FLAT 07 09

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.



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## DIRECTORS & OFFICERS LIABILITY POLICY DECLARATIONS

- Item 1.      Named Member:      Care Closet LBC  
                  Address:              P.O. Box 3677  
                                               Long Beach, CA 90803
- Item 2.      Policy Number:      2021-68844-DO-NPO  
                  Policy Period:      05/12/2021      to      05/12/2022  
                  (12:01 A.M. Standard time at the address stated in Item 1.)
- Item 3.      Limit of Liability:      \$ 1,000,000      Each Wrongful Act  
                                               \$ 1,000,000      Annual Aggregate
- Item 4.      Deductible:              N/A
- Item 5.      Premium:                  \$ 600  
                  (premium does not include Terrorism Coverage - Certified Acts)
- Item 6.      Applicable policy form(s) and Endorsement(s) effective at inception:
- |                     |                    |                      |                     |                     |
|---------------------|--------------------|----------------------|---------------------|---------------------|
| CG 21 73 01 15,     | NIAC DOEXPL 02 17, | NIAC-DODEC-NPO       | NIAC-E003 DO 08 20, | NIAC-E069 DO 02 19, |
| NIAC-E180 DO 01 21, | NIAC-E42 DO 09 19, | NIAC-E58 02 12,      | NIAC-EDO1 08 91,    | NIAC-EDO21 05 20,   |
| NIAC-EDO34 01 02,   | NIAC-EDO4 03 94,   | NIAC-EDO7 FLAT 07 09 |                     |                     |

Producer:      01728  
                  CalNonprofits Insurance Services  
                  P.O. Box 1610  
                  Capitola, CA 95010

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

*Pamela C. R.*

Authorized Company Representative  
 President, NIAC

**NIAC-DODEC - NPO**

05/14/2021



NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**DATE:** May 14, 2021  
**TO:** Care Closet LBC (68844)  
**FROM:** NIAC  
**RE:** New D&O Coverage

---

You have recently (purchased/renewed) Directors and Officers coverage with the Nonprofits Insurance Alliance of California (NIAC). As you are aware, you have purchased our "Zero Employee D&O Policy" created exclusively for nonprofits with no employees. This policy does not provide any employment practices liability coverage.

**Remember, if you hire any employees during the policy term, this D&O policy will only cover any employment related claims for the first 90 days. Please notify your broker immediately if you are considering hiring an employee.**

P.S. A knowledgeable, committed board of directors is the strongest protector of a charitable organization's accountability to the law, its clients, its donors and the public. Are you looking for a communications and information management solution for your board of directors? BOARDnetWORK was created by NIAC for its member-insureds. This FREE easy to use, web-based resource will help streamline the process of keeping your board organized and running smoothly.

View short demo at [www.boardnetwork.org](http://www.boardnetwork.org). For more information, call our Director of Loss Control at 831-621-6076.



**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

## INDEX OF FORMS ATTACHED TO THE POLICY

**POLICY NUMBER:** 2021-68844-DO

**NAME OF INSURED:** Care Closet LBC

Page: 1

### DIRECTORS AND OFFICERS FORMS AND ENDORSEMENTS

### FORM NUMBER / EDITION DATE

Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
D&O Policy - Excludes Employment Practices Liability	NIAC DOEXPL 02 17
Directors & Officers Liability Policy Declarations	NIAC-DODEC-NPO
Member Criteria	NIAC-E003 DO 08 20
Fiscal Sponsor Limitation	NIAC-E069 DO 02 19
Communicable Disease - Exclusion	NIAC-E180 DO 01 21
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 DO 09 19
Liberalization - D&O	NIAC-E58 02 12
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	NIAC-EDO1 08 91
ISC and Sexual Harassment Amendment flat fee	NIAC-EDO21 05 20
Mold, Fungus Exclusion	NIAC-EDO34 01 02
Blood Testing Exclusion	NIAC-EDO4 03 94
Non-Imputation	NIAC-EDO7 FLAT 07 09

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EXCLUSION — BLOOD TESTING**

This endorsement modifies insurance provided under the following:

#### **DIRECTORS AND OFFICERS LIABILITY COVERAGE PART**

---

This insurance does not apply to "wrongful acts" or "personal injury" arising out of:

1. The rendering or failure to render services in connection with the making of a blood donation or drawing of blood or testing of blood;
2. An error, omission, defect or deficiency in any test performed or an evaluation, a consultation or advice given by or on behalf of any insured; or
3. The reporting of or reliance upon any such test, evaluation, consultation or advice;
4. Any blood product handled, transported, or distributed by you, or reliance upon any representation or warranty made at any time with respect to blood products;
5. The liability of any insured for acts or omissions of a doctor of medicine, technician, phlebotomist, or nurse with respect to any item listed in 1. through 4. above; or
6. The liability of any insured for the negligent hiring and/or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any item listed in 1. through 4. above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **COMMUNICABLE DISEASE - EXCLUSION**

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY**

---

This insurance does not apply to, and we shall have no duty to defend, any "claim" or "claims" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "Member" in:
  - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
  - b. Testing for a "communicable disease"; and/or
  - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
  - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.





## NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

### NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY POLICY (EXCLUDES EMPLOYMENT PRACTICES LIABILITY)

In consideration of the payment of the premium, and in reliance upon the statements made to the Nonprofits Insurance Alliance of California, (herein called the Company) by application forming a part hereof and its attachments and the material incorporated therein, the Company agrees as follows:

#### 1. INSURING AGREEMENT

This policy shall, subject to the limit of liability set forth in Item 3 of the Declarations, pay on behalf of the "Member" all sums which the "Member" shall become legally obligated to pay as "Damages" for "Claims" resulting from any "Wrongful Act" of the "Member" or of any other person for whose "Wrongful Act" the "Member" is legally responsible, but only if such "Wrongful Act" is committed during the policy period.

#### 2. EXTENSIONS

##### A. Estates & Legal Representatives

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to "Claims" for the "Wrongful Acts" of the "Members" who are deceased or against the estates, heirs or legal representatives of such "Members".

##### B. Existing Subsidiaries

To be covered under the terms and conditions of this policy, "Subsidiaries" existing at the time of policy inception must be designated in Item 1 of the Declarations.

##### C. Newly Created or Acquired Subsidiaries

1. If any "Subsidiary" which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by the "Member" after the inception of this policy, such "Subsidiary" shall be included under the terms and conditions of this policy subject to:

- a. the giving of written notice of such creation or acquisition to the Company as soon as practicable, but in no event more than 120 days following such creation or acquisition, and
- b. the giving of any underwriting information and the payment of any additional premium required by the Company.

2. If any "Subsidiary" which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by the "Member" after the inception of this policy, such "Subsidiary" shall not be included under the terms and conditions of this policy until the "Member" has:

- a. given written notice of such creation or acquisition together with any underwriting information which may be required; and

- b. received written approval from the Company and paid any additional premium required.

D. Consolidation or Merger

In the event that the "Member" is acquired by merger, or consolidates with, or is merged into or acquired by any other organization after the inception of this policy, immediate written notice thereof shall be given to the Company together with such information as the Company may require. The "Member" shall pay any additional premium required by the Company.

### 3. DUTY TO DEFEND

"Defense Costs" are in addition to the applicable Limits of Liability set forth in Item 3 of the Declarations, and the payment by the Company of "Defense Costs" does not reduce such applicable Limits of Liability.

The Company shall have the right and duty to defend any "Claim" against the "Member" arising from a "Wrongful Act", subject to the terms and provisions of this policy. Our right and duty to defend end when we have used up the applicable limit of liability in the payment of settlements and judgments. We may at our discretion investigate any allegation of a "Wrongful Act" and settle any "Claim" that may result. The "Member" shall give the Company such information and cooperation as it may reasonably require.

The "Member" shall not admit liability for nor settle any "Claim" or suit or incur any "Defense Costs" without the Company's prior written consent. The Company shall not be liable hereunder with respect to any settlements or "Defense Costs" to which it has not consented in writing prior to any settlement or incurring such "Defense Costs".

### 4. DEFINITIONS

- A. "Bodily Injury" means bodily injury, sickness, disease or death including emotional distress or mental anguish sustained by a person.
- B. "Claim" or "Claims" means any demand or any judicial or administrative suit or proceeding against any "Member", including any appeal therefrom, which seeks monetary "Damages". It is understood that:
  - 1. The "Claim" or "Claims" must result from a "Wrongful Act" that is committed during the policy period.
  - 2. Multiple demands, suits or proceedings arising out of the same "Wrongful Act" shall be deemed to be a single "Claim".
- C. "Damages" means a monetary judgment, including claimant's attorney fees or expert witness fees awarded pursuant to a contract, a statute or law. "Damages" does not include taxes and matters deemed uninsurable.
- D. "Defense Costs" means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond), incurred by the Company or by the "Member" with the prior written consent of the Company, and resulting solely from the investigation, adjustment, defense and appeal of any "Claim" against the "Member", but excluding salaries of any "Member" and excluding loss of earnings by any "Member". "Defense Costs" do not include claimant's attorney fees or expert witness fees awarded pursuant to a contract, a statute or law.

- E. "Employee Claimant" includes, but is not limited to, employees, applicants for employment, former employees, officers, former officers, directors and former directors of any "Member", as well as any derivative "Claim" or "Claims" 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.
- F. "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, committee member, or volunteer of the "Organization", solely in his or her capacities as such.
- G. "Organization" means the entity(ies) designated in Item 1 of the Declarations.
- H. "Pollutants" is any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality or locality counterpart thereof. Such lists shall include but are not limited to solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) material to be recycled, reconditioned or reclaimed. "Pollutants" shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality or locality counterpart thereof.
- I. "Subsidiary" means any entity more than 50% owned by the "Organization", or more than 50% owned by one or more of the "Subsidiaries".
- J. "Wrongful Act" means any breach of duty, error, neglect, omission or act committed during the policy period and solely in the course of the activities of the "Organization", including but not limited to:
  - 1. false arrest, wrongful detention or imprisonment, or malicious prosecution;
  - 2. libel, slander, defamation of character, or invasion of privacy;
  - 3. wrongful entry, eviction or other invasion of the right of privacy;
  - 4. infringement of copyright or trademark or unauthorized use of title;
  - 5. plagiarism or misappropriation of ideas;
  - 6. Breach of responsibilities, obligations or duties imposed on a fiduciary;
  - 7. "Claims" of harassment, sexual or otherwise, or discrimination, brought by a third party business invitee of the "Organization."

All "Damages" for "Claims" resulting from the same "Wrongful Act" or a series of continuous or interrelated "Wrongful Acts" will be considered as arising out of one "Wrongful Act" which shall be deemed to have been committed on the date of the first such "Wrongful Act".

## 5. EXCLUSIONS

This policy does not apply to any:

- A. "Claim" or "Claims" where all or part of such "Claim" or "Claims" is, directly or indirectly, based upon, attributable to, arising out of, resulting from or in any manner related to, or in consequence of:

1. the actual, alleged or threatened discharge, dispersal, release or escape of "Pollutants", or
  2. any "Claim" or expense arising out of any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "Pollutants", or arising out of the "Member's" voluntary decision to do so.
- B. "Claim" or "Claims" arising out of, based upon, attributable to, or in any way involving, directly or indirectly, any actual or alleged "Bodily Injury", sickness, disease or death of any person or damage to or destruction of any tangible property, including the loss of use thereof;
- C. actual or alleged liability of others assumed by the "Member" under any contract or agreement, expressed or implied, written or oral;
- D. liability for payment, other than "Defense Costs", in connection with any "Claim" or "Claims" made against any "Member" which may arise from an actual or alleged breach of contractual obligation of the "Member" and are made by a party to or third party beneficiary of the contract or agreement which gives rise to such obligation. As afforded under this provision, coverage for "Defense Costs" arising out of an alleged breach of contract is subject to per contract and annual aggregate limits of \$250,000;
- E. fines, penalties, sanctions, punitive or exemplary "Damages", the multiplied portion of multiplied "Damages", taxes, insurance plan benefits, accommodation costs, wage and hour laws amounts, future wages, non-pecuniary relief or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
- F. actual or alleged act or omission by the directors, trustees, officers, committee members or volunteers in their capacities or by reason of their status as directors, trustees, officers, employees, committee members or volunteers of any entity other than the "Organization";
- G. actual or alleged "Wrongful Act" that is committed prior to or after the policy period;
- H. costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state or local laws, including but not limited to, construction or modification of facilities;
- I. "Claim" or "Claims" based upon or attributable to any "Member" having gained any personal profit or advantage to which he or she was not legally entitled regardless of whether or not (1) a judgment or other final adjudication adverse to such "Member" establishes that such "Member" in fact gained such personal profit or other advantage to which he was not entitled, or (2) the "Member" has entered into a settlement agreement to repay such unentitled personal profit or advantage;
- J. "Claim" or "Claims" brought about or contributed to by the fraud or dishonesty of any "Member";
- K. "Claim" or "Claims" brought by, maintained by, or on behalf of the "Organization". However, this exclusion shall not apply to "Claim" or "Claims" brought on behalf of the "Organization" by an Attorney General;
- L. "Claim" or "Claims" based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the rendering or failure to render professional services in connection with the "Member's" business as a provider of professional services, including but not limited to:
1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric or nursing treatment, diagnosis or services, including the furnishing of food or beverage in connection therewith;

2. furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
  3. providing veterinary services;
  4. providing legal services;
  5. offering any advice in connection with any of the above.
- M. "Claim" or "Claims" alleging personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any "Member";
- N. "Claim" or "Claims" alleging personal injury arising out of a publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of any "Member" with knowledge of the falsity thereof;
- O. "Claim" or "Claims" based on, arising out of, directly, or indirectly resulting from the printing of periodicals, advertising matter, or any and all jobs taken by any "Member" to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any "Member's" own publication;
- P. "Claim" or "Claims", regardless of legal form or theory, which arises from or is any way related to improper sexual conduct, including, but not limited to, sexual abuse or molestation whether actual or threatened;
- Q. "Claim" or "Claims", regardless of legal form or theory, which arises from or is any way related to any form of physical abuse, including but not limited to, assault, including assault with a deadly weapon or with force likely to produce bodily injury, battery or unreasonable physical restraint or constraint by anyone of any person;
- R. "Claim" or "Claims", regardless of legal form or theory, which arises out of the failure to report an incident of improper sexual conduct or physical abuse to the proper authorities, or the withholding of pertinent information concerning same from such authorities;
- S. costs of complying with equitable relief, including but not limited to, injunctions, restraining orders or restitution;
- T. "Claim" or "Claims" under federal, state or local wage and hour or similar laws;
- U. "Claim" or "Claims" 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;"
- V. "Claim or Claims" of sexual harassment brought by past or present volunteers of the "Organization", solely in their capacities as such.

## 6. CONDITIONS

### A. Representations

It is represented that the particulars and statements contained in the application are true and are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. However, this policy shall not be voided or rescinded and coverage shall not be excluded

as a result of any untrue statement in the application, except as to those persons making such statement or persons having knowledge of its untruth.

B. Territory

Coverage shall extend to "Claim" or "Claims" made anywhere in the world against a "Member" for the "Wrongful Act" of such "Member", wherever committed, attempted or allegedly committed or attempted.

C. Deductible

The company shall only be liable for that amount payable hereunder in settlement or satisfaction of "Claims" or judgments arising from any "Claim" which is in excess of the deductible amount stated in Item 4 of the Declarations. A single deductible shall apply to all amounts payable hereunder arising from all "Claims" alleging the same "Wrongful Act." The deductible will apply to both "Damages" as well as "Defense Costs" and fees.

D. Limits of Liability

The limit is subject to the deductible, and unless otherwise specified elsewhere in this policy, the limit of liability as noted in Item 3 of the Declarations is the most we will pay for the sum of all settlements and judgments under this policy.

E. Cooperation

The "Member" shall cooperate with the Company in any investigation, settlement or defense of a "Claim". The "Member's" cooperation shall include but not be limited to:

1. promptly sending the Company copies of any demands, notices, summonses and legal papers received in connection with a "Claim" or "Claims";
2. authorizing the Company to obtain records and other information;
3. assisting the Company in the enforcement of any right against any person or "Organization" which may be liable to the "Member", and
4. attending hearings, trials, and depositions and securing and giving evidence and obtaining the attendance of witnesses.

F. Notice of Claim and Reporting Provisions

1. If the "Member":
  - a. receives written or oral notice from any party that it is the intention of such party to hold the "Member" responsible for a "Wrongful Act"; or
  - b. becomes aware of any circumstances which may subsequently give rise to a "Claim" being made against it for a "Wrongful Act";

The "Member" shall give written notice promptly to the Company. The "Claim" must result from a "Wrongful Act" that is committed during the policy period.

2. The "Member" shall, as a condition precedent to its rights under this policy, promptly give the Company written notice of any actual or potential "Claim" and shall give the Company



such information and cooperation as it may reasonably require.

3. All correspondence relating to notice of a "Claim" or "Claims" or of circumstances which may result in a "Claim" or "Claims" should be directed to: NIAC, P.O. Box 8507, Santa Cruz, CA. 95061.

G. Changes

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

H. Non-renewal

If the Company decides not to renew this coverage, it will mail or deliver to the first Named Insured written notice of the non-renewal not less than 60 days before the expiration date of the policy. The Company will mail or deliver its notice to the first Named Insured's last mailing address shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

I. Cancellation

1. The "Member" may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
2. The Company 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 the Company cancels for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if the Company cancels for any other reason.
3. The Company will mail or deliver its notice to the first Named Insured's last mailing address shown in the policy.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, the Company will send the first Named Insured any premium refund determined on a pro rata basis. The cancellation will be effective even if the Company has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the "Member's" rights of recovery therefore, and the "Member" shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the "Member".

K. Assignment

This policy and any and all rights hereunder are not assignable without the written consent of the Company.

L. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the "Member" has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated on the applicable contribution provision below.

- a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such has paid its limit in full or the full amount of the loss is paid.
  - b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
2. No coverage shall be afforded by this policy if coverage for the "Claim"(s) is afforded under any other policy issued by the Nonprofits Insurance Alliance of California to the "Member" named in Item 1 of the Declarations.

M. Notice and Authority

It is agreed that the "Organization" first named in Item 1 of the Declarations shall act on behalf of the "Member" and all natural persons afforded coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy;
2. the receipt and acceptance of any endorsements issued to form a part of this policy.

N. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the "Member's" obligation to pay shall have been finally determined either by judgment against the "Member" after actual trial or by written agreement of the "Member", the claimant and the Company.

O. Conformance To Statute

Terms of this policy which are in conflict with any statute are hereby amended to cover only those provisions and coverages as apply and conform to such statutes.

P. Jurisdiction

This policy, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

Q. Arbitration

In consideration of the premium charged, it is hereby understood and agreed that this policy shall be deemed to have been executed in the State of California and any interpretation of the policy relating to the construction, validity and performance of the policy shall be made in accordance with the laws of the State of California.

It is further understood and agreed that all disputes which may arise under or in connection with this policy, including any determination of the amount of loss, shall be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. Unless otherwise agreed by the parties or ordered by a court of competent jurisdiction, the arbitration will be held in San Francisco, California, U.S.A. The award rendered by the arbitrator(s) shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof.

**7. FIRST EMPLOYEE LIABILITY EXTENSION**

The foregoing provisions of this policy regarding an "Employee Claimant" are not applicable for 90 days after the "Organization" hires its first employee, or from the date when the first employee is hired by the "Organization" until the end of the policy period, whichever is shorter. However, this extension is not automatic and will be afforded only if the "Organization" actually applies to the Company for a directors and officers liability policy that includes employment practices liability coverage before the 91st day after the first employee is hired.

**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 COVERAGE  
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE PART  
DIRECTORS AND OFFICERS LIABILITY POLICY

**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 accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **FISCAL SPONSOR LIMITATION OF COVERAGE**

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM**

---

This insurance does not apply to “damages” arising out of a Member’s status as a “fiscal sponsor” until:

- a. The first Named Member in the Declarations page enters into a “fiscal sponsor agreement” arising out of or in connection with the First Named Member’s status as a “fiscal sponsor” for that person, entity or organization; and
- b. The first Named Member in the Declarations page provides any underwriting information and pays any additional premium required by the Company.

This insurance does not apply to “damages” that occur before the first Named Member in the Declarations page to this policy enters into the “fiscal sponsor agreement” which is applicable to the claim or “suit” in which the “damages” are asserted.

If there is other insurance available to any party pursuant to a “fiscal sponsor agreement” for “damages” which are covered by this endorsement, including but not limited to a duty to defend the first Member identified in the Declarations by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

“Fiscal sponsor” is defined to mean the status of first Named Member in the Declarations page to this policy as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a “fiscal sponsor agreement”; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

“Fiscal sponsor agreement” is defined as a written contract or agreement by the first Named Member in the Declarations page to this policy with a person, entity and/or organization in which the first Named Member agrees to serve as a “fiscal sponsor” for such person, entity or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **IMPROPER SEXUAL CONDUCT AND SEXUAL HARASSMENT**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (EXCLUDES EMPLOYMENT PRACTICES LIABILITY)

---

Exclusion P. within **5. EXCLUSIONS** of the Directors and Officers Liability Policy is removed and replaced with the following:

- P. "Claim" or "Claims", regardless of legal form or theory, which arises from or is in any way related to "improper sexual conduct", whether actual or threatened. This exclusion shall not apply to any "Claim" or "Claims" of "sexual harassment" brought by a past or present volunteer or business invitee of the "Organization", solely in his or her capacity as such.

Exclusion V. within **5. Exclusions** of the Directors and Officers Liability Policy is deleted in its entirety.

The following definitions are included within **4. DEFINITIONS**.

- K. Improper sexual conduct" means actual, attempted or alleged unlawful sexual conduct by one person or two or more persons acting in concert as prohibited by federal or state law, including but not limited to sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation or sexual injury.
- L. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or verbal, visual or physical conduct of a sexual nature when such conduct:
- a. is linked implicitly or explicitly with a decision affecting the volunteer status of the past or present volunteer or the business invitee status of the past or present business invitee of the insured,
  - b. interferes with the job performance of a volunteer or business invitee of the insured, or
  - c. creates an intimidating, hostile or offensive working environment for a volunteer or business invitee of the insured.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **LIBERALIZATION**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

---

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.

### **MEMBER CRITERIA**

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY**

---

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.

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

This endorsement modifies insurance provided under the following:

### **DIRECTORS AND OFFICERS LIABILITY COVERAGE PART**

---

It is agreed that this policy does not apply to any claim, suit or cause of action for damages resulting from a "Wrongful Act" which damages arise out of or are contributed to by mold, fungus, or "microbial contamination." This exclusion applies to, but is not limited to, any loss, cost or expense arising out of any:

- a. Request, demand or order that any "Member" 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.

"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:

DIRECTORS AND OFFICERS LIABILITY POLICY

---

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.

### **NON-IMPUTATION ENDORSEMENT**

This endorsement modifies coverage provided under the following:

DIRECTORS & OFFICERS LIABILITY POLICY (EXCLUDES EMPLOYMENT PRACTICES LIABILITY)

---

With respect to the Exclusions I, M and N in subsection (5.) Exclusions, no fact pertaining to or knowledge possessed by any Member shall be imputed to any other Member to determine if coverage is available.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

In consideration of the premium charged, it is hereby understood and agreed that this policy does not apply to any claim or claims;

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, including but not limited to:
1. nuclear material located at any nuclear facility owned by, or operated by or on behalf of, the Member or discharged or dispersed therefrom; or
  2. nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Member; or
  3. the furnishing by the Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
  4. claims for damages to the Member or its Members which alleges, arises from, is based upon, is attributed to or in any way involves, directly or indirectly, the hazardous properties of nuclear material.
- B.
1. which is insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters or Nuclear Insurance Association of Canada or would be insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
  2. with respect to which (a) any person or Member is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Member or any 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.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or 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 (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"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 devices 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 self-supporting chain reaction or to contain a critical mass of fissionable material.



**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## ACCIDENT INSURANCE PROGRAM

**MASTER POLICY - MHH010307**

**Underwritten by: QBE Insurance Corporation**

**Statement of Coverage**

**Part 1**

**PARTICIPATING ORGANIZATION:** Care Closet LBC  
P.O. Box 3677  
Long Beach, CA 90803

**CONTROL #:** 68844

**COVERAGE TERM:** 05/12/2021 to 05/12/2022

### SUMMARY OF BENEFITS PLAN F

Accidental Death	\$50,000
Accidental Dismemberment Maximum	\$50,000
Accidental Paralysis	\$25,000
Aggregate Limit of Liability	\$1,000,000
Excess Accident Medical	\$250,000
Deductible	\$100

### COVERED PERSONS

Participants & Volunteers

### OPTIONAL COVERED ACTIVITIES

None

**ANNUAL PREMIUM: \$100**

Please refer to Part 2 of the Statement of Coverage for a more complete description of the benefits provided by this program, including program exclusions and limitations.

Date: 05/14/2021





**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## ACCIDENT INSURANCE PROGRAM

**MASTER POLICY - MHH010307**

**Underwritten by: QBE Insurance Corporation**

**Statement of Coverage**

**Part 1**

**PARTICIPATING ORGANIZATION:** Care Closet LBC  
P.O. Box 3677  
Long Beach, CA 90803

**CONTROL #:** 68844

**COVERAGE TERM:** 05/12/2021 to 05/12/2022

### SUMMARY OF BENEFITS PLAN F

Accidental Death	\$50,000
Accidental Dismemberment Maximum	\$50,000
Accidental Paralysis	\$25,000
Aggregate Limit of Liability	\$1,000,000
Excess Accident Medical	\$250,000
Deductible	\$100

### COVERED PERSONS

Participants & Volunteers

### OPTIONAL COVERED ACTIVITIES

None

**ANNUAL PREMIUM: \$100**

Please refer to Part 2 of the Statement of Coverage for a more complete description of the benefits provided by this program, including program exclusions and limitations.

Date: 05/14/2021

**ACCIDENT INSURANCE**  
**STATEMENT OF COVERAGE**  
Part 2

Underwritten by: QBE Insurance Corporation

**This Statement of Coverage confirms that Blanket Accidental Death, Dismemberment, Paralysis and Accident Medical Expense benefits are provided to Covered Persons volunteering, or participating, in activities that are supervised and sponsored by the Participating Organization (Organization) named in Part 1, under Policy # MHH010307, issued by QBE to: Volunteers Insurance Services® Association Alliance Member Services, Nonprofits Insurance Alliance of California, Alliance of Nonprofits for Insurance.**

**Covered Persons**

- All designated, recorded Volunteers participating in a volunteer project through the Organization’s program, if Volunteers are listed in Part 1.
- All registered Participants participating in supervised and sponsored Organization activities, if Participants are listed in Part 1.

**Covered Activities**

Volunteers and Participants are covered while participating in all activities which are supervised and sponsored by the Organization named in Part 1.

**Accidental Death, Dismemberment & Paralysis (Plegia) Benefits**

Loss of Life.....	\$50,000
Loss of any combination of two: hands, feet, eyesight, speech and hearing.....	\$50,000
Total paralysis of upper and lower limbs, both lower limbs, or upper and lower limbs on one side of the body.....	\$25,000
Loss of one hand, one foot, sight in one eye, speech or hearing.....	\$25,000
Loss of thumb and index finger of same hand.....	\$12,500
Loss of Life due to heart failure.....	\$10,000

**Accident Medical Expense Benefits**

Maximum Benefits for any one Covered Accident.....	Refer to Part 1
Benefit Period for any one Covered Accident.....	52 weeks
Deductible.....	Refer to Part 1
Scope of Coverage.....	Excess—pays benefits after any other Health Care Plans have paid benefits
Benefit Amount Payable.....	100% of Usual and Customary charges, up to Maximum Benefit per Covered Accident
Covered Expenses Include.....	In & Out-Patient Hospital, Ambulatory Medical Center & Emergency Room, Physician visits & surgery, diagnostic tests, nursing services and ambulance charges
Dental Expenses.....	\$1,000 maximum benefit, up to \$300 per tooth

Accidental Death, Dismemberment and Paralysis benefits: Loss of hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body. Paralysis means loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible. If the same accident causes more than one of these losses, we will pay the largest amount that applies.

#### Exclusions and Limitations:

Coverage is not provided for any accident which is caused by or results from any of the following:

- Intentionally self-inflicted injury, suicide or any attempt thereof while sane or insane;
- commission or attempt to commit a felony or an assault; commission of or active participation in a riot or insurrection;
- bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
- declared or undeclared war or act of war;
- flight in, boarding or alighting from an aircraft, except as a fare-paying passenger on a regularly scheduled commercial airline;
- travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle; participation in any motorized race or contest of speed;
- an accident if the covered person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless the covered person holds a valid learners permit and the covered person is participating in a driver's education program;
- sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- travel or activity outside the United States or Canada, unless advance written approval is provided;
- the covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the covered accident occurred;
- voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a physician and taken in accordance with the prescribed dosage;
- injuries compensable under Workers' Compensation law or any similar law;
- an accident which occurs while the covered person is driving a private passenger automobile while intoxicated.
- Benefits will not be paid for any hospital stay that is not considered appropriate treatment for the condition and locality.
- Overnight Supervised and Sponsored Activities and related travel are not covered, unless agreed to in writing by the Company.
- In addition, benefits will not be paid for services or treatment rendered by any person who is employed or retained by the policyholder or living in the covered person's household or provided by a parent, sibling, spouse or child of either the covered person or the covered person's spouse, or the covered person.
- The Accidental Death, Dismemberment and Paralysis aggregate limit of liability is \$1,000,000.

Accident Medical Benefit limitations and excluded expenses:

- cosmetic surgery, except for reconstructive surgery needed as the result of a covered injury;
- any elective or routine treatment, surgery, health treatment, or examination;
- blood, blood plasma, or blood storage, except expenses by a hospital for processing or administration of blood;
- examination or prescription for initial eyeglasses, contact lenses or hearing aids;
- treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
- services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
- rest cures or custodial care;
- repair or replacement of existing dentures, partial dentures, braces or bridgework;
- personal services such as television and telephone or transportation;
- expenses payable by any automobile insurance policy without regard to fault;
- services or treatment provided by an infirmary operated by the policyholder;
- treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the covered activity;

- treatment or service provided by a private duty nurse;
- treatment of hernia of any kind.
- Treatment of injury resulting from a condition that a covered person knew existed on the date of the accident, unless he received a written medical release from his physician.

Any covered expenses payable under the Accident Medical Expense benefit will be reduced by 50% if the covered person has HMO or PPO coverage and elects not to use that coverage.

## **Claims Procedures**

1. Send the completed and signed QBE Accident Claim Form to the claims administrator as soon as you receive notice that an injury has occurred. The Organization needs to complete and sign Part I. The claimant must complete Part II and sign Part III. Include a copy of Part 1 of the Statement of Coverage with the Claim Form.
2. Since this program provides coverage for medical expenses that are in "excess" of any other Health Care Plan the claimant has, all claims must be submitted to the claimant's primary insurance carrier first. If the claimant has no other insurance, this program will act like primary coverage.
3. Itemized bills for all medical expenses, referred to as a "HCFA" from a doctor's office or a "UB92" from a hospital, must be provided to the claims administrator in order for the claim to be processed.
4. The claimant's primary insurance will send them an Explanation of Benefits (EOB) for all submitted expenses. Copies of all such EOBs must also be submitted to the claims administrator in order for claims to be processed under this program.

**Claims Administrator:** Health Special Risk, Inc.  
4100 Medical Parkway  
Carrollton, TX 75007

**Toll Free Number:** 1-866-408-3361  
**E-mail:** Claims@hsri.com

**Important Notice:** This information is a brief description of the important benefits and features of the Blanket Accident Medical Insurance underwritten by QBE Insurance Corporation. It is not a contract. Full terms and conditions of coverage, including effective dates of coverage, benefits, limitations and exclusions are set forth in the Master Policy.



Toll Free Number: 1-866-408-3361

**INSTRUCTIONS FOR HAVING CLAIMS PAID QUICKLY AND EFFICIENTLY**

**Health Special Risk** is a Third Party Administrator and processes claims for your organization's Accident policy on behalf of QBE. This is not a liability policy. It is in place to assist you with your medical bills that result from covered accidents. There are three important items that Health Special Risk needs to process your claim. They are:

- A completed and signed QBE Accident Claim Form.
- Itemized bills from Your Medical Care Provider.
- Your Primary Health Insurance Carrier's Explanation of Benefits (EOBs).

**1) Complete the QBE Accident Claim Form:**

In the event of an accidental injury, please complete the claim form as follows:

**Part I** – The organization must complete and sign "Part I". **All** fields must be completed in this section. Organization must also provide the claimant with a copy of the first page of the **Statement of Coverage** for submission with the claim form.

**Part II** - The insured must complete "Part II" and sign "Part III". Since this is excess coverage, the insured's primary medical insurance is a vital piece of information in "Part II". "N/A" cannot be inserted. If the insured has no other insurance, please state "No other insurance".

**IMPORTANT: Please include a copy of Page 1 of the Statement of Coverage with the Claim form.**

**The quickest and easiest way to get items 2 and 3 below to our office, is to simply provide Health Special Risk's contact information to your medical provider and have them bill Health Special Risk as the secondary payor.**

Otherwise, you can proceed as follows:

**2) Provide copies of your Medical Care Provider's itemized bills:**

Health Special Risk needs to review the itemized bills from your provider to confirm that the procedures being performed are appropriate for the injury sustained, as well as that the amount being charged is at a reasonable and customary rate. These bills are often referred to as a "HCFA" from a doctor's office and a "UB92" from a hospital. You can either send these bills in to HSR's office yourself or request that the provider send them to Health Special Risk directly. ***If you already paid these bills and you are requesting reimbursement, please include a copy of your proof of payment, such as the receipt you received from your medical provider.***

**3) Provide copies of your Primary Health Insurance Carrier's Explanation of Benefits (EOB):**

This coverage is designed to be "excess" of any other medical insurance you have, meaning that QBE's plan will provide coverage for the out of pocket expenses from your primary coverage (deductibles, co-payments, etc) up to the policy limits for covered accident medical expenses. For Health Special Risk to determine what amounts are not being paid by your primary insurance, we need to review your primary carrier's explanation of benefits. Your primary carrier should automatically provide them to you. If they do not, contact them and ask for them, they are required to provide them to you.

Once the claim form has been completed, please mail, fax or email it and any other pertinent information to HSR for processing:

**Health Special Risk, Inc**  
**4100 Medical Parkway**  
**Carrollton, TX 75007**

**Toll Free Number:** 1-866-408-3361  
**Claim Status:** Maureen Clark, Sr Claims Processor

**Fax:** 1-469-701-3020  
**Email:** MaureenClark@hsri.com

QBE Insurance Corporation



## Accident Claim Form

<b>Mail/Fax/Scan to</b>	Health Special Risk, Inc.	E-mail	Toll free
	4100 Medical Parkway	Claims@hsri.com	(866) 408-3361
	Carrollton, TX 75007	Fax	
		(972) 512-5820	MHH010307 ANI

**Caution** Any person who, knowingly and with intent to defraud, or helps commit a fraud against, any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits or may be committing a fraudulent insurance act, which is a crime and subjects such person to criminal and/or civil penalties. **Residents of the following states, please see last page: CA, CO, DC, FL, NY, TN, TX and VA.**

**Instructions** Eligible covered expenses will be determined after benefits have been paid by other valid and collectible insurance. You **must** submit your claim to your other insurance company first (this does not apply if the policy provides primary coverage). When you receive their Benefits Statement (EOB) send it to us along with the itemized bills.

- **Part I** - Must be completed by Policyholder.
- **Part II** - Must be completed by Claimant or by the Parent or Guardian, if the Claimant is a minor.
- Send copies of itemized bills showing provider's name, address, Tax ID number, diagnosis and procedure codes.
- Attach Explanation of Benefits, additional bills with record of payment or denial from primary insurance carrier.
- All benefits will be payable to the physicians and providers, unless accompanied by paid receipts.
- If employed, but have no other insurance, forward employer(s) letter on employer(s) letterhead to that effect.

Claimants eligible for Medicaid benefits must first file for benefits under this policy before submitting expenses to Medicaid.

<b>Part I – Policyholder Report</b>	Name of Policyholder		Control number		Policy number					
					MHH010307 ANI					
	Policyholder address		City		State	Zip code				
	Policyholder contact	Email	Fax		Phone					
	Last name of Claimant	First name of Claimant		Social Security number		Date of birth				
Sex		Claimant is								
<input type="checkbox"/> Male		<input type="checkbox"/> Female		<input type="checkbox"/> Volunteer		<input type="checkbox"/> Participant				
Nature of injury (Describe, fully indicate what part of body was injured – e.g. broken arm, sprained ankle)										
Must be a bodily injury due to accident										

Describe how the accident occurred, provide all details. Attach a separate sheet, if necessary (include name of Sport/Activity).

**Did accident occur:**

While Claimant was Policyholder supervised?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
During a Policyholder sponsored activity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
During scheduled Policyholder hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
While traveling to or from a Policyholder sponsored and supervised activity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Off Policyholder premises, at home, during the weekend, holiday or summer vacation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Date of accident	Time of accident	Place of accident	First treatment date
	<input type="checkbox"/> AM <input type="checkbox"/> PM		

Name and title of person supervising activity?

Was he or she a witness?

☐ Yes ☐ No

List other Policyholder insurance. Attach separate sheet, if necessary.

Policy number(s)

**Signature of authorized Policyholder representative****Title****Date**

X

**Part II – To be completed by Claimant or Parent / Guardian, if Claimant is a minor**

Name of Claimant or Father/Guardian

Social Security number

E-mail address

Name of Mother or Guardian

Social Security number

E-mail address

Street address of Parents or Claimant Guardian

City

State

Zip code

Telephone number

Father or Guardian's insurance company

Mother or Guardian's insurance company

Name and address of Claimant or Father/Guardian's employer, City  
if a minor.

State

Zip code

Name and address of Claimant or Mother/Guardian's employer, City  
if a minor.

State

Zip code

List all other insurance policies under which Claimant is insured

Policy number

**Is the Claimant enrolled in, a member of, or a participant of any of the following as an individual, employee or dependent? If so, please provide a copy of insurance card (front and back).**

Preferred Provider Organization (PPO) or similar prepaid health plan?

☐ Yes☐ No

If Yes, name of PPO or organization

Health Maintenance Organization (HMO) or similar prepaid health plan?

☐ Yes☐ No

If Yes, name of HMO or organization

If Claimant has health care coverage as a dependent from a previous marriage as mandated in a divorce decree, please provide the following:

Name of Policyholder

Name of insurance company

Policy number

**Affidavit**

I verify that the statement on other insurance is accurate and complete. I understand that the intentional furnishing of incorrect information via the U.S. Mail may be fraudulent and violate federal laws as well as state laws. I agree that if it is determined at a later date that there are other insurance benefits collectible on this claim I will reimburse the Company to the extent for which the Company would not have been liable.

**Authorization to Release Information**

I authorize any Health Care Provider, Doctor, Medical Professional, Medical Facility, Insurance Company, Person or Organization to release any information regarding medical, dental, mental, alcohol or drug abuse history, treatment or benefits payable, including disability or employment related information concerning the patient, to any QBE company, its employees, and authorized agents for the purpose of validation and determining benefits payable. I further authorize any QBE company to furnish the Policyholder or its agents, any and all information with respect to my insurance claim for the purpose of assisting with claims adjudication. This data may be extracted for audit or statistical purposes. I understand that I have the right to revoke this authorization in writing at any time and that such a revocation is not effective to the extent that such authorization has already been relied upon.

**Payment Authorization**

I authorize all current and future medical benefits, for services rendered and billed as a result of this claim, to be made payable to the physicians and providers indicated on the invoices, unless paid receipts accompany this form.

Signature (Parent or guardian, if the claimant is a minor)

Date

<b>California and Texas residents</b>	Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Colorado residents</b>	It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
<b>District of Columbia residents</b>	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida residents</b>	Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.
<b>New York residents</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.
<b>Tennessee residents</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Virginia residents</b>	Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits application or files a claim containing a false or deceptive statement may have violated state law.





**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

**COMMERCIAL LINES COMMON POLICY DECLARATIONS**

PRODUCER:

POLICY NUMBER: **2021-68844**

CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

NAME OF INSURED AND MAILING ADDRESS:

Care Closet LBC  
P.O. Box 3677  
Long Beach, CA 90803

POLICY PERIOD: FROM **05/12/2021** TO **05/12/2022**

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

BUSINESS DESCRIPTION: Homeless outreach services

**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.

	<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE .....	\$650
COMMERCIAL AUTO LIABILITY COVERAGE PART .....	\$350
COMMERCIAL AUTO PHYSICAL DAMAGE COVERAGE PART .....	Not Covered
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE COVERAGE PART .....	Not Covered
SOCIAL SERVICE PROFESSIONAL COVERAGE PART .....	Not Covered
COMMERCIAL LIQUOR LIABILITY COVERAGE PART .....	INCLUDED
TERRORISM COVERAGE (Certified Acts) .....	Not Covered
<b>TOTAL:</b>	<b>\$1,000</b>

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

CG 00 01 04 13,	CG 00 33 04 13,	CG 20 10 12 19,	CG 20 11 12 19,	CG 20 12 04 13,	CG 20 18 04 13,	CG 20 20 11 85,
CG 20 21 07 98,	CG 20 26 12 19,	CG 20 34 12 19,	CG 20 37 12 19,	CG 21 09 06 15,	CG 21 47 12 07,	CG 21 73 01 15,
CG 21 96 03 05,	CG 22 44 04 13,	CG 24 07 01 96,	IL 00 17 11 98,	IL 00 21 09 08,	IL 02 70 12 19,	NIAC-AL 01 80,
NIAC-E003 GL 08 20,	NIAC-E069 GL 02 19,	NIAC-E078 11 20,	NIAC-E11 GL 09 19,	NIAC-E120 09 19,	NIAC-E123 09 19,	NIAC-E15 09 20,
NIAC-E180 GL 01 21,	NIAC-E180 LL 01 21,	NIAC-E195 GL 05 21,	NIAC-E22 09 19,	NIAC-E25 12 15,	NIAC-E26 11 17,	NIAC-E28 01 99,
NIAC-E29 12 09,	NIAC-E33 GL 09 19,	NIAC-E34 09 18,	NIAC-E42 GL 09 19,	NIAC-E5 07 15,	NIAC-E56 01 17,	NIAC-E59 02 12,
NIAC-E60 07 12,	NIAC-E61 02 19,	NIAC-E70 03 19,	NIAC-E72 01 17,	NIAC-E74 03 14,	NIAC-GL 01 80,	NIAC-LL 01 80,
NIAC-NPO-001 05 20,	NIAC-X1 06 18,	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: 05/14/2021

BY

*Patricia C. R.*

(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.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

**NIAC-CO**



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

PRODUCER:

POLICY NUMBER: **2021-68844**

CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

NAME OF INSURED AND MAILING ADDRESS:

Care Closet LBC  
P.O. Box 3677  
Long Beach, CA 90803

POLICY PERIOD:

FROM 05/12/2021 TO 05/12/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Homeless outreach services

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:

CLASSIFICATION(S)

SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

**PREMIUM**

**\$650**

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

COUNTERSIGNED: 05/14/2021

BY

*Pamela E. R.*

(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**



**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

**Schedule G**

**POLICY NUMBER: 2021-68844-NPO**

**Page 1**

**NAME OF INSURED: Care Closet LBC**

<b>PREMISES CODE/CLASS</b>	<b>*LOC</b>	<b>PREMIUM BASIS</b>	<b>RATE</b>	<b>*ADVANCED PREMIUM</b>
12362/Distributors - no food or drink - NOC	1	25,000	8.943	\$223
	Prod.	25,000.00	9.603	\$240
61225/Buildings or Premises - office - premises occupied by employees of the insured - NFP	1	100	243.697	\$24

**ADDITIONAL COVERAGES**

Increased Aggregate	\$59
Additional Premium to Meet Minimum	\$104

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

COUNTERSIGNED: 5/14/2021

BY

*Pamela C. Q.*

(AUTHORIZED REPRESENTATIVE)

**NIAC - SCHEDULE G - NPO**



**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**  
[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

**Schedule L**  
**Page 1**

**POLICY NUMBER:** 2021-68844-NPO  
**NAME OF INSURED:** Care Closet LBC

<b>PREMISES LOC/BLDG</b>	<b>DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP</b>	<b>ADDITIONAL INSUREDS AND OTHER INTERESTS</b>
1	2114 Lime Ave Long Beach, CA 90806	

BY   
(AUTHORIZED REPRESENTATIVE)



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

**COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**

**POLICY NUMBER:** 2021-68844

CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

**NAME OF INSURED AND MAILING ADDRESS:**

Care Closet LBC

P.O. Box 3677  
Long Beach, CA 90803

**POLICY PERIOD:** FROM 5/12/2021 TO 5/12/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Homeless outreach services

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 04 13

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.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

*Pamela C. Ad.*

COUNTERSIGNED: 5/14/2021

BY

(AUTHORIZED REPRESENTATIVE)

**NIAC - LL**



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## INDEX OF FORMS ATTACHED TO THE POLICY

**POLICY NUMBER: 2021-68844**

**NAME OF INSURED:** Care Closet LBC

Page: 1

### LIABILITY FORMS AND ENDORSEMENTS

### FORM NUMBER/EDITION DATE

Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
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 12 19
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
California Changes - Cancellation and Nonrenewal	IL 02 70 12 19
Business Auto Coverage Part Declarations	NIAC-AL-NPO
Member Criteria	NIAC-E003 GL 08 20
Fiscal Sponsor Limitation	NIAC-E069 GL 02 19
Professional Services - Exclusion	NIAC-E078 11 20
Fireworks Exclusion	NIAC-E11 GL 09 19
Lead Liability - Exclusion	NIAC-E120 09 19
Firearms Sublimit Endorsement	NIAC-E123 09 19
Blood Testing Exclusion	NIAC-E15 09 20
Communicable Disease - Exclusion	NIAC-E180 GL 01 21
Communicable Disease - Exclusion	NIAC-E180 LL 01 21
Discrimination Exclusion	NIAC-E195 GL 05 21
Asbestos Exclusion	NIAC-E22 09 19
Additional Insured - Designated Person or Organization	NIAC-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	NIAC-E26 11 17
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
Mold, Fungus Exclusion	NIAC-E33 GL 09 19
Construction and Conversion Exclusion	NIAC-E34 09 18
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 GL 09 19

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.



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## INDEX OF FORMS ATTACHED TO THE POLICY

**POLICY NUMBER: 2021-68844**

**NAME OF INSURED:** Care Closet LBC

Page: 2

---

---

### LIABILITY FORMS AND ENDORSEMENTS

### FORM NUMBER/EDITION DATE

Trampoline Bounce House Exclusion	NIAC-E5 07 15
Liberalization - GL, SSP, EBL	NIAC-E56 01 17
Liberalization - LL	NIAC-E59 02 12
Volunteer Medical Payments	NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	NIAC-E61 02 19
Fundraiser and Event Endorsement	NIAC-E70 03 19
Other Insurance - Coverage C	NIAC-E72 01 17
Mental Anguish Endorsement	NIAC-E74 03 14
Commercial General Liability Coverage Part Declarations	NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations	NIAC-LL 01 80
Nonprofits' OWN Enhancement Endorsement	NIAC-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion	NIAC-X1 06 18
Business Auto Coverage Schedule	SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 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.



*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2021-68844

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

---

### SCHEDULE

**Name of Person or Organization:**

**A. Section II – WHO IS AN INSURED** is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers 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” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. 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. Section III – LIMITS OF INSURANCE** is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, 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.

**C. 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





*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2021-68844

- (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) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and 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.



*A Head for Insurance. A Heart for Nonprofits.*

NAMED INSURED: Care Closet LBC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION -  
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

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.

- 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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 26 12 19

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

**Name Of Additional Insured Person(s) Or Organization(s):**

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.

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 your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
CG 20 34 12 19

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. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) 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(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 11 12 19

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

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  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.
<b>Additional Premium:</b> <b>Included</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 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(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 11 12 19

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

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  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.
<b>Additional Premium:</b> <b>Included</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 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(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 12 19

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  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed 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.	All insured premises and operations.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 12 19

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.	All insured premises and operations.
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 18 04 13

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(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
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 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

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 any state or governmental agency or subdivision 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 governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



*A Head for Insurance. A Heart for Nonprofits.*

NAMED INSURED: Care Closet LBC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

---

### **SCHEDULE**

**Name of Person or Organization:**

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE PART DECLARATIONS**

PRODUCER: CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

POLICY NUMBER: 2021-68844

**Item One:**

**NAME OF INSURED AND MAILING ADDRESS:**  
Care Closet LBC

P.O. Box 3677  
Long Beach, CA 90803

POLICY PERIOD: FROM 05/12/2021 TO 05/12/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Homeless outreach services

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	\$300
AUTO MEDICAL PAYMENTS		N/A	EXCLUDED	N/A
UNINSURED MOTORIST		N/A	EXCLUDED	N/A
UNINSURED MOTORIST-PD		N/A	EXCLUDED	N/A
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	8	Actual cash value or cost of repair whichever is less minus \$500 Deductible shown on supplemental declaration for each covered auto applies to loss except caused by fire or lightning. See ITEM THREE for hired or borrowed autos.	Incl.
	COLLISION COVERAGE	8		Incl.
TOWING AND LABOR		N/A	\$N/A for each disablement of a private passenger "auto"	N/A
ESTIMATED TOTAL PREMIUM				<b>\$350</b>

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

CA 00 01 10 13, CA 01 43 05 17, CA 04 44 10 13, CA 20 54 10 13, CA 20 55 10 13, CA 23 84 10 13, CA 23 85 10 13,  
CA 99 23 10 13, CA 99 33 10 13, CA 99 34 10 13, NIAC-E180 BA 01 21

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.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

COUNTERSIGNED: 05/14/2021

BY

NIAC - AL

(AUTHORIZED REPRESENTATIVE)



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## BUSINESS AUTO COVERAGE FORM

POLICY NUMBER: 2021-68844

SCHEDULE BA

Page 1

NAME INSURED: Care Closet LBC

**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:  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.
						COLL.	COMP.		

N/A

NO/H 300 50

Hired PD

Hired Physical Damage Deductibles:

Comprehensive: \$500 Collision: \$500

*Panel C. D.*

Signature

05/14/2021

Date



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## INDEX OF FORMS ATTACHED TO THE POLICY

**POLICY NUMBER:** 2021-68844

**NAME OF INSURED:** Care Closet LBC

Page 1

---

---

### AUTO FORMS AND ENDORSEMENTS

### FORM NUMBER/EDITION DATE

Business Auto Coverage Form	CA 00 01 10 13
California Changes	CA 01 43 05 17
Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation)	CA 04 44 10 13
Employee Hired Autos	CA 20 54 10 13
Fellow Employee Coverage	CA 20 55 10 13
Exclusion of Terrorism - Auto	CA 23 84 10 13
Exclusion of Terrorism - Auto - Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 10 13
Rental Reimbursement Coverage	CA 99 23 10 13
Employees as Insureds	CA 99 33 10 13
Social Service Agencies - Volunteers as Insureds	CA 99 34 10 13
Communicable Disease - Exclusion	NIAC-E180 BA 01 21

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.

POLICY NUMBER: 2021-68844

COMMERCIAL AUTO

CA 99 23 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Care Closet LBC  
**Endorsement Effective Date:** 5/12/2021

**SCHEDULE**

Coverage	Designation or Description of Covered "Autos" to which this insurance applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. of Days	Any One Period	
Comprehensive	Any Covered "Auto"		30	\$1500	Incl.
Collision	Any Covered "Auto"		30	\$1500	Incl.
Specified Causes of Loss	N/A				
<b>Total Premium</b>					Incl.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.



POLICY NUMBER: 2021-68844

**COMMERCIAL AUTO**

CA 99 23 10 13

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

Broker : CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

# **IMPORTANT POLICY INFORMATION ENCLOSED**



*A Head for Insurance. A Heart for Nonprofits.*

May 14, 2021



P.O. BOX 8507, SANTA CRUZ, CA 95060-8507 [www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

*A Head for Insurance. A Heart for Nonprofits.*

831-459-0980 or 800-359-6422 Fax: 831-459-0853

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 approximately 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 monthly finance charge.

Please note that a simple finance charge equivalent to 3.00 % APR will be applied each month to any unpaid balances (excluding NAE Property and QBE Accident). This charge will be itemized in the detail section of each statement.

We hope this more flexible payment method meets the needs of your organization. If you have any questions or comments, feel free to call our finance department at 800-359-6422, ext. 6007.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kimberly Aday". The signature is fluid and cursive, with a large initial 'K' and a long, sweeping underline.

Kimberly Aday  
CFO & Treasurer



Including ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) &  
NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## Claims Reporting Procedure

---

### 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.insurancefornonprofits.org](http://www.insurancefornonprofits.org).

NOTE: Claims for North American Elite Property Insurance or NIAC 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 our Claims Department by email at: [newclaims@insurancefornonprofits.org](mailto:newclaims@insurancefornonprofits.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.



*A Head for Insurance. A Heart for Nonprofits.*

**Including ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) &  
NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## 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**



*A Head for Insurance. A Heart for Nonprofits.*

**Including ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) &  
NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## Driver's Collision Report Form

### IN THE EVENT OF A COLLISION:

**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 Collision 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:					

### Collision Information

Date of Collision	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Collision 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 Collision (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 collision)

### Passenger(s) in Your Vehicle *(attached 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

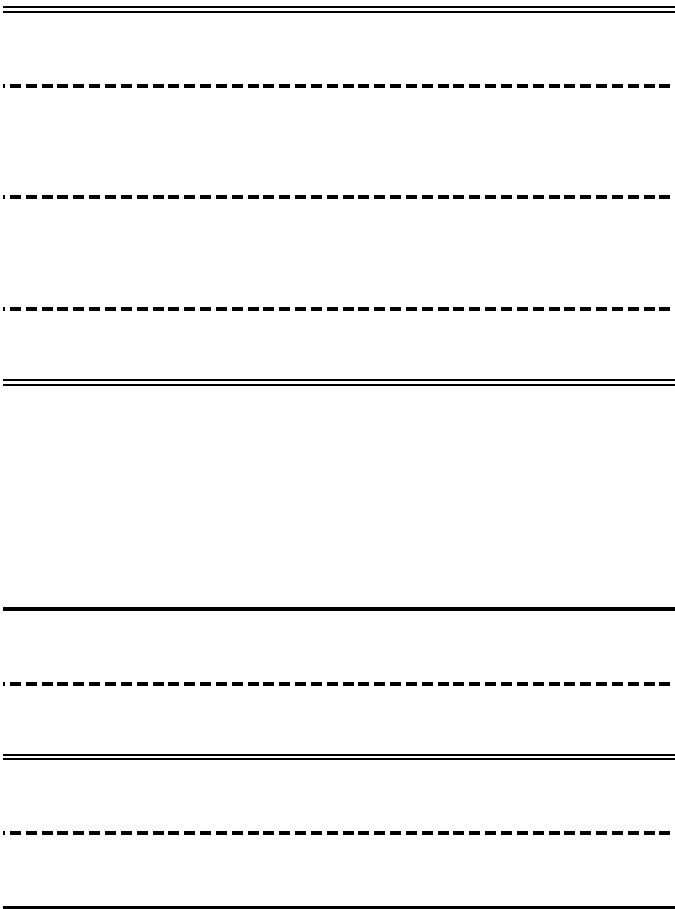
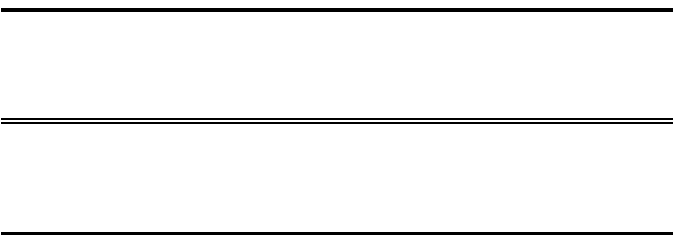
Name of Driver (first and last)		Driver License No.		State
Address - Street	City/State/Zip	Telephone No. (    )	Email Address	
Name of Vehicle Owner (if different than above)		Telephone No. (    )	Email Address	
Name of Insurance Company		Policy #	Telephone No. (    )	
Year/Make of Vehicle	Body Type	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)*

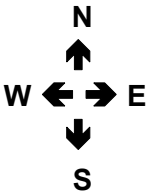
Name of Driver (first and last)		Driver License No.		State
Address - Street	City/State/Zip	Telephone No. (    )	Email Address	
Name of Vehicle Owner (if different than above)		Telephone No. (    )	Email Address	
Name of Insurance Company		Policy #	Telephone No. (    )	
Year/Make of Vehicle	Body Type	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



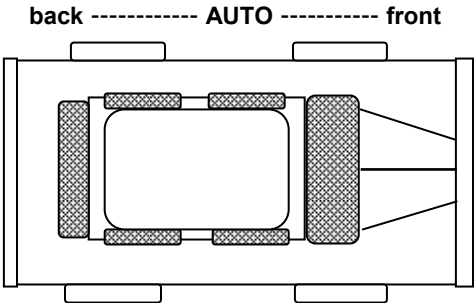
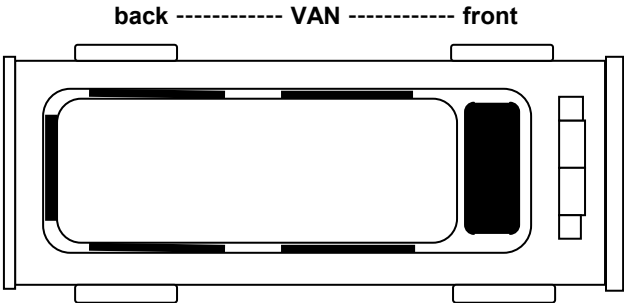
On the diagrams below, please draw the collision.  
(Be sure to include any stop signs or traffic signals.)



- 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

(This form was developed by the California Department of Insurance)

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.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

## 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 (866) 799-3811

California Department of Consumer Affairs  
Bureau of Automotive Repair  
10949 North Mather Blvd.  
Rancho Cordova, CA 95670

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)



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

**COMMERCIAL LINES COMMON POLICY DECLARATIONS**

PRODUCER:

POLICY NUMBER: **2021-68844**

CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

NAME OF INSURED AND MAILING ADDRESS:

Care Closet LBC  
P.O. Box 3677  
Long Beach, CA 90803

POLICY PERIOD:

FROM **05/12/2021** TO **05/12/2022**

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

BUSINESS DESCRIPTION: Homeless outreach services

**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.

	<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE .....	\$650
COMMERCIAL AUTO LIABILITY COVERAGE PART .....	\$350
COMMERCIAL AUTO PHYSICAL DAMAGE COVERAGE PART .....	Not Covered
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE COVERAGE PART .....	Not Covered
SOCIAL SERVICE PROFESSIONAL COVERAGE PART .....	Not Covered
COMMERCIAL LIQUOR LIABILITY COVERAGE PART .....	INCLUDED
TERRORISM COVERAGE (Certified Acts) .....	Not Covered
<b>TOTAL:</b>	<b>\$1,000</b>

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

CG 00 01 04 13,	CG 00 33 04 13,	CG 20 10 12 19,	CG 20 11 12 19,	CG 20 12 04 13,	CG 20 18 04 13,	CG 20 20 11 85,
CG 20 21 07 98,	CG 20 26 12 19,	CG 20 34 12 19,	CG 20 37 12 19,	CG 21 09 06 15,	CG 21 47 12 07,	CG 21 73 01 15,
CG 21 96 03 05,	CG 22 44 04 13,	CG 24 07 01 96,	IL 00 17 11 98,	IL 00 21 09 08,	IL 02 70 12 19,	NIAC-AL 01 80,
NIAC-E003 GL 08 20,	NIAC-E069 GL 02 19,	NIAC-E078 11 20,	NIAC-E11 GL 09 19,	NIAC-E120 09 19,	NIAC-E123 09 19,	NIAC-E15 09 20,
NIAC-E180 GL 01 21,	NIAC-E180 LL 01 21,	NIAC-E195 GL 05 21,	NIAC-E22 09 19,	NIAC-E25 12 15,	NIAC-E26 11 17,	NIAC-E28 01 99,
NIAC-E29 12 09,	NIAC-E33 GL 09 19,	NIAC-E34 09 18,	NIAC-E42 GL 09 19,	NIAC-E5 07 15,	NIAC-E56 01 17,	NIAC-E59 02 12,
NIAC-E60 07 12,	NIAC-E61 02 19,	NIAC-E70 03 19,	NIAC-E72 01 17,	NIAC-E74 03 14,	NIAC-GL 01 80,	NIAC-LL 01 80,
NIAC-NPO-001 05 20,	NIAC-X1 06 18,	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: 05/14/2021

BY

*Pamela C. R.*

(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.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

**NIAC-CO**



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

PRODUCER:

POLICY NUMBER: **2021-68844**

CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

NAME OF INSURED AND MAILING ADDRESS:

Care Closet LBC  
P.O. Box 3677  
Long Beach, CA 90803

POLICY PERIOD:

FROM 05/12/2021 TO 05/12/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Homeless outreach services

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:

CLASSIFICATION(S)

SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

**PREMIUM**

**\$650**

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

COUNTERSIGNED: 05/14/2021

BY

*Pamela C. R.*

(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**



**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

**Schedule G**

**POLICY NUMBER: 2021-68844-NPO**

**Page 1**

**NAME OF INSURED: Care Closet LBC**

<b>PREMISES CODE/CLASS</b>	<b>*LOC</b>	<b>PREMIUM BASIS</b>	<b>RATE</b>	<b>*ADVANCED PREMIUM</b>
12362/Distributors - no food or drink - NOC	1	25,000	8.943	\$223
	Prod.	25,000.00	9.603	\$240
61225/Buildings or Premises - office - premises occupied by employees of the insured - NFP	1	100	243.697	\$24

**ADDITIONAL COVERAGES**

Increased Aggregate	\$59
Additional Premium to Meet Minimum	\$104

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

COUNTERSIGNED: 5/14/2021

BY

*Pamela C. Q.*

(AUTHORIZED REPRESENTATIVE)

**NIAC - SCHEDULE G - NPO**



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

**Schedule L**

**POLICY NUMBER: 2021-68844-NPO**

**Page 1**

**NAME OF INSURED: Care Closet LBC**

**PREMISES  
LOC/BLDG**

1

**DESIGNATED PREMISES  
ADDRESS, CITY, STATE, ZIP**

2114 Lime Ave  
Long Beach, CA 90806

**ADDITIONAL INSUREDS  
AND OTHER INTERESTS**

COUNTERSIGNED: 05/14/2021

**NIAC - SCHEDULE L - NPO**

BY

A handwritten signature in black ink, appearing to read "Pamela C. Q.", written over a horizontal line.

(AUTHORIZED REPRESENTATIVE)



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

**COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**

**POLICY NUMBER:** 2021-68844

CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

**NAME OF INSURED AND MAILING ADDRESS:**

Care Closet LBC

P.O. Box 3677  
Long Beach, CA 90803

**POLICY PERIOD:** FROM 5/12/2021 TO 5/12/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Homeless outreach services

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 04 13

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.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

*Pamela C. Ad.*

COUNTERSIGNED: 5/14/2021

BY

(AUTHORIZED REPRESENTATIVE)

**NIAC - LL**



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## INDEX OF FORMS ATTACHED TO THE POLICY

**POLICY NUMBER: 2021-68844**

**NAME OF INSURED:** Care Closet LBC

Page: 1

### LIABILITY FORMS AND ENDORSEMENTS

### FORM NUMBER/EDITION DATE

Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
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 12 19
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
California Changes - Cancellation and Nonrenewal	IL 02 70 12 19
Business Auto Coverage Part Declarations	NIAC-AL-NPO
Member Criteria	NIAC-E003 GL 08 20
Fiscal Sponsor Limitation	NIAC-E069 GL 02 19
Professional Services - Exclusion	NIAC-E078 11 20
Fireworks Exclusion	NIAC-E11 GL 09 19
Lead Liability - Exclusion	NIAC-E120 09 19
Firearms Sublimit Endorsement	NIAC-E123 09 19
Blood Testing Exclusion	NIAC-E15 09 20
Communicable Disease - Exclusion	NIAC-E180 GL 01 21
Communicable Disease - Exclusion	NIAC-E180 LL 01 21
Discrimination Exclusion	NIAC-E195 GL 05 21
Asbestos Exclusion	NIAC-E22 09 19
Additional Insured - Designated Person or Organization	NIAC-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	NIAC-E26 11 17
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
Mold, Fungus Exclusion	NIAC-E33 GL 09 19
Construction and Conversion Exclusion	NIAC-E34 09 18
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 GL 09 19

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.





**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## **INDEX OF FORMS ATTACHED TO THE POLICY**

**POLICY NUMBER: 2021-68844**

**NAME OF INSURED:** Care Closet LBC

Page: 2

---

---

### **LIABILITY FORMS AND ENDORSEMENTS**

### **FORM NUMBER/EDITION DATE**

Trampoline Bounce House Exclusion	NIAC-E5 07 15
Liberalization - GL, SSP, EBL	NIAC-E56 01 17
Liberalization - LL	NIAC-E59 02 12
Volunteer Medical Payments	NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	NIAC-E61 02 19
Fundraiser and Event Endorsement	NIAC-E70 03 19
Other Insurance - Coverage C	NIAC-E72 01 17
Mental Anguish Endorsement	NIAC-E74 03 14
Commercial General Liability Coverage Part Declarations	NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations	NIAC-LL 01 80
Nonprofits' OWN Enhancement Endorsement	NIAC-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion	NIAC-X1 06 18
Business Auto Coverage Schedule	SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 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.



*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2021-68844

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

---

### SCHEDULE

**Name of Person or Organization:**

**A. Section II – WHO IS AN INSURED** is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers 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” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. 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. Section III – LIMITS OF INSURANCE** is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, 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.

**C. 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



*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2021-68844

- (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) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and 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.



*A Head for Insurance. A Heart for Nonprofits.*

NAMED INSURED: Care Closet LBC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION -  
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

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.

- 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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 26 12 19

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

**Name Of Additional Insured Person(s) Or Organization(s):**

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.

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 your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
CG 20 34 12 19

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. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) 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(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 11 12 19

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

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  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.
<b>Additional Premium:</b> <b>Included</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 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(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 11 12 19

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

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  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.
<b>Additional Premium:</b> <b>Included</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 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(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 12 19

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  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed 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.	All insured premises and operations.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 12 19

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.	All insured premises and operations.
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

This insurance does not apply to any claim, "suit" or cause of action for damages due to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising or contributed, in whole or in part, by the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of or presence of asbestos or asbestos containing materials.
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 asbestos or asbestos-containing materials; 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 asbestos or asbestos containing materials.

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.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BLOOD TESTING - EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

---

This insurance does not apply to any claim 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; or
4. 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.

If coverage is extended under the Coverage Form to which this endorsement is attached for liability arising out of the acts, errors or omissions of a phlebotomist, this exclusion will not apply to the damages arising out of that liability.

IL 02 70 12 19

**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.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

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.

- e. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
- (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

- 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%.



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.

**COMMERCIAL GENERAL LIABILITY**

**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.

# 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 ends 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";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. 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 attorneys' 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 attorneys' 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 even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of 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 whether the insured may be liable as an employer or in any other capacity and 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 produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (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:
    - (i)** Any insured; or
    - (ii)** 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 applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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:

- (a) The operation of machinery or equipment that is 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; or
- (b) The operation of any of the machinery or 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", however caused, arising, directly or indirectly, out of:

- (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.

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

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (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 seven 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 sidetrack 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".

#### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, 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.

#### **q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or



- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" 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".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) 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) 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".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (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.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**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:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) 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. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

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

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. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**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 court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- 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 we have used up the applicable limit of insurance in the payment of judgments or settlements or 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.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or 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" or "volunteer workers" 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 a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" 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 Paragraph (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", "volunteer workers", 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 "volunteer worker"), 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. 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 Paragraph 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 Paragraph 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 Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 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; 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 Paragraph **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 Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) 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
  - (iv) 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.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) 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.

(3) 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.

(4) 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 and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. 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. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. 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".

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, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph 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, bylaws 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 the repair, replacement, adjustment or removal of "your product" or "your work" or 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, road-beds, 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 Paragraph **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 Paragraph **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.

However, "mobile equipment" does not include any 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".

**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, in any manner, 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, in any manner, 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.

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

As used in this definition, 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.

**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.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

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

**b.** Includes:

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

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

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

## 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.

### **COMMUNICABLE DISEASE - EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

---

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
  - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
  - b. Testing for a "communicable disease"; and/or
  - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
  - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

#### **Optional Coverage Available**

Liability coverage for damages for "bodily injury", "property damage" or "personal and advertising injury" arising out of a "communicable disease" may be purchased as an optional coverage. This optional coverage is provided only if an additional premium has been paid and the Communicable Disease Liability Coverage endorsement has been attached to the Commercial General Liability Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **COMMUNICABLE DISEASE - EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **LIQUOR LIABILITY COVERAGE FORM**

---

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for damages because of "injury" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
  - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
  - b. Testing for a "communicable disease"; and/or
  - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
  - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CONSTRUCTION AND CONVERSION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

---

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any claim for "damages" caused by or arising out of or in any way related to the following:

1. Any "construction" conducted by you or on your behalf; or,
2. "Your work" on any building or other structure which is deemed completed for which a claim relating to "construction" has been presented; or,
3. "Your work" which is completed and may need correction, replacement or repair.

For purposes of this endorsement, "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 each specific job site has been completed if your contract calls for work at more than one job site.
3. When that part of the work done at the 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.

For the purpose of this endorsement, "construction" is defined as all operations, including "your work" caused by, arising out of or in any way related to original construction, development, conversion, demolition, remodeling and all other changes, structural and non-structural, to any building or structure.

For purposes of this endorsement, "your work" is defined to mean work or operations performed by you or on your behalf and materials, parts or equipment furnished in connection with such work or operations. "Your work" is defined to include warranties or representation made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and the providing of or failure to provide warnings or instructions.

This exclusion does not apply to:

1. Service or maintenance of a building or structure which is owned by or leased to you; or,
2. "Construction", including "your work", that has not yet been completed or has not otherwise been abandoned.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **DISCRIMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

This insurance does not apply to any liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of actual or alleged discrimination, whether intentional or unintentional, including but not limited to discrimination based upon a person’s race, color, national origin, ancestry, religion, sex and/or age, or any other protected class or characteristic under the law of the state or jurisdiction pursuant to which this policy shall be construed.





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.

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

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

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

#### **g. Aircraft, Auto Or Watercraft**

##### **(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

##### **(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

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

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 26 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** 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;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is 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; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**B.** The following exclusion is added to Paragraph **2. Exclusions of Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

**a.** The use of another's advertising idea in your "advertisement"; or

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

**C.** The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

**1.** Designed;

**2.** Manufactured; or

**3.** Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

**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 COVERAGE  
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE PART  
DIRECTORS AND OFFICERS LIABILITY POLICY

**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 accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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.

**C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **FIREARMS SUBLIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

### **SECTION I - COVERAGES**

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

**2. Exclusions**, is amended to include:

**r. Firearms**

"Bodily injury" or "property damage" for damages in excess of \$1,000,000, which are caused by, arises out of, or in any way related to:

- (a) The use of or failure to use any "firearm" by, at the instruction of, at the direction of, or arising out of any act or omission by you, any insured, or contractor, subcontractor or independent contractor for whom you or any insured is legally responsible;
- (b) The negligent employment, investigation, hiring, supervision, training or retention by you, any insured, or any contractor, subcontractor or independent contractor for whom you or any insured is legally responsible, with respect to the use of or failure to use any "firearm"; or
- (c) The rendering of, or failure to render care necessitated by anyone injured by the use of or failure to use any "firearm" by you, any insured or by any contractor, subcontractor or independent contractor for whom you or any insured is legally responsible.

This exclusion applies to any liability for payment for damages, defense costs and fees including any payments made pursuant to SUPPLEMENTARY PAYMENTS COVERAGES A AND B within this Coverage Form. Any payment made pursuant to this FIREARMS SUBLIMIT ENDORSEMENT will decrease the General Aggregate Limit included within the Commercial General Liability Coverage Form to which this endorsement is attached.

- (1) For the purpose of this endorsement, "firearm" means any gun including but not limited to handguns, rifles, shotguns, tasers, stun guns or projectile weapons which use bullets or shoot projectiles.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **FIREWORKS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the use, handling, distribution or sale of fireworks or any similar explosive device or material, including but not limited to a cherry bomb, firecracker, flare, rocket, skyrocket, sparklers and/or squib.

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. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **FISCAL SPONSOR LIMITATION OF COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM

---

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an Insured's status as a "fiscal sponsor" until:

- a. The first Named Insured enters into a "fiscal sponsor agreement" arising out of or in connection with the First Named Insured's status as a "fiscal sponsor" for that person, entity or organization; and
- b. The first Named Insured provides any underwriting information and pays any additional premium required by us.

This insurance does not apply to "bodily injury" or "property damage" that occurs before the first Named Insured enters into the "fiscal sponsor agreement" which is subject of the claim, loss, damage or expense or because of an offense that constitutes "personal and advertising injury" that is committed before the first Named Insured enters into the "fiscal sponsor agreement" which is the subject of the claim, loss, damage or expense.

If there is other insurance available to any party pursuant to a "fiscal sponsor agreement" for "bodily injury," "property damage," or "personal and advertising injury" which are covered by this endorsement, including but not limited to a duty to defend the first Named Insured by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

"Fiscal sponsor" is defined to mean the first Named Insured's status as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a "fiscal sponsor agreement"; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

"Fiscal sponsor agreement" is defined as a written contract or agreement by the first Named Insured with a person, entity and/or organization in which the first Named Insured agrees to serve as a "fiscal sponsor" for such person, entity or organization.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **FUNDRAISER AND EVENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

This insurance applies to those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of a "fundraiser" or "event". Except for a "fundraiser" or "event" that is specifically scheduled on the policy, this insurance does not apply to liability arising out of a "fundraiser" or "event" which involves, directly or indirectly, any of the following:

- Any "fundraiser" or "event" with more than 500 people present at any one time
- Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)
- Athletic activities or contests, not including golf or bowling
- Carnivals, circuses, fairs, festivals, parades
- Powered Rides or Amusement attractions (including, but not limited to, climbing walls, slides, mechanical bulls, bungee jumps)
- Firearms or weapons
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)
- Trampolines, bounce houses, rebounding equipment, inflatable amusement or sports devices, moon walks, or inflatable wrestling or combatant suits.

"Fundraiser" is any event sponsored or co-sponsored by "you" with the primary purpose of raising monetary contributions.

"Event" is any activity sponsored or co-sponsored by "you" apart from your regular scope of operations

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 22 44 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION – SERVICES FURNISHED BY  
HEALTH CARE PROVIDERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Description Of Operations:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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:**

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

1. The rendering of or failure to render:
  - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

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 exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE EXCLUSION**

This endorsement modifies insurance provided under the following:

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

---

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 liability arising out of:

- A. Any form of improper sexual conduct, including but not limited to any actual, alleged, attempted, proposed or threatened sexual abuse, sexual molestation, sexual harassment, sexual assault, sexual battery, sexual exploitation, erotic physical contact or sexual injury by anyone to any person;
- B. Any form of physical abuse, including but not limited to assault, including assault with a deadly weapon or with force likely to produce bodily harm, battery or unreasonable physical restraint or constraint by anyone to any person. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;
- C. The employment, investigation, supervision or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (A) or (B) above;
- D. The failure to report an incident of any form of improper sexual conduct or physical abuse to the proper authorities, or the withholding of pertinent information concerning the same from such authorities; or
- E. The failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of improper sexual conduct or physical abuse following any form of improper sexual conduct or physical abuse for which an insured could be legally liable.

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 improper sexual conduct or physical abuse. For example, if a claim is made or a complaint is filed against an individual or entity referred to in paragraph A or B 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**

Notwithstanding any other term set forth herein, the parties hereby agree that any dispute which arises from the application of this exclusion shall be resolved through binding arbitration. The parties acknowledge that by agreeing to binding arbitration they are waiving the right to a jury trial. Binding arbitration shall take place in San Francisco, unless otherwise agreed upon and shall be conducted by a single neutral arbitrator selected by the American Arbitration Association, pursuant to its rules. The arbitrator shall apply the law of the state or the District where the policy to which this exclusion is attached, and is issued. The cost of the arbitration shall be shared equally by the participants.

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

##### **IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE**

Coverage for improper sexual conduct and physical abuse liability may be purchased as an optional coverage. This optional improper sexual conduct and physical abuse liability coverage is provided only by the Improper Sexual Conduct and Physical Abuse Liability Coverage Form. Such coverage is provided only if it is shown in the Declarations page to this policy, the additional premium indicated has been paid, and the Improper Sexual Conduct and Physical Abuse Liability Coverage Form has been issued by us.



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 FORM

---

This insurance does not apply to:

1. "bodily injury", "property damage" or "personal and 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. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.



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 COVERAGE FORM  
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.

### **LIBERALIZATION**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

---

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.

# 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 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 – 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 Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

- (1) Reports all, or any part, of the "injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

### 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 whether the insured may be liable as an employer or in any other capacity and 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 not in effect.

**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.

**g. War**

"Injury", however caused, arising, directly or indirectly, out of:

- (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.

**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 court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
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.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
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 (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 Paragraph (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".
- 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; 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 and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. 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, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph 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, bylaws or any other similar governing document.
5. "Injury" means damages because of "bodily injury" and "property damage", 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":**

**a. Means:**

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

**b. Includes:**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2)** The providing of or failure to provide warnings or instructions.
- c.** 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.

### **MEMBER CRITERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM

---

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.

### **MENTAL ANGUISH ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

SECTION V – DEFINITIONS, Paragraph 3 is replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish resulting from any of these.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MOLD, FUNGUS OR MICROBIAL CONTAMINATION 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  
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE 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 and advertising 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.

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*.



POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 18 04 13

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(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
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 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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 FORM  
LIQUOR LIABILITY COVERAGE FORM  
EMPLOYEE BENEFITS LIABILITY COVERAGE  
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM

---

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.



*A head for insurance. A heart for nonprofits.*

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

### **I. SCHEDULE OF ADDITIONAL COVERAGES, BENEFITS AND LIMITS**

The following is a summary of additional coverages and limits provided by this endorsement. If two or more Additional Coverages identified within this endorsement apply to a claim, loss and/or suit, the Additional Coverage with the greatest limit shall be the sole and only Additional Coverage provided by us applicable to the claim, loss and/or suit.

<u>Coverage</u>	<u>Limit</u>	<u>Page</u>
Abuse of Process	Included	2
Cyber Breach Management and Reward Expense	\$25,000	2
Cyber Extortion	\$50,000	2
Damage to Property of Others	\$5,000 Occurrence / \$25,000 Aggregate	2
Electronic Data and Protected Health Information	\$50,000	2
Executive Recruitment Expense	\$50,000	3
Identity Theft Expense	\$30,000	3
Kidnap Expense	\$50,000	3
Network Security Reimbursement	\$10,000	3
Newly Formed Entities - until end of policy period	N/A	4
Non-owned Watercraft (up to 75 feet)	N/A	4
Security Event Costs and Expenses	\$50,000	4
Subpoena Response Expense	\$10,000	4
Terrorism Travel Reimbursement	\$30,000	4
Unsatisfied Contributions	\$25,000	4
Workplace Violence / Crisis Incident / Outside Aggressor	\$100,000	5
<u>Benefit</u>	<u>Limit</u>	<u>Page</u>
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payments – Investigation or Defense	\$1,000 / per day	5

## **II. ADDITIONAL COVERAGES**

### **Abuse of Process**

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

- b. Malicious prosecution or abuse of process;

### **Cyber Breach Management and Reward Expenses**

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

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

Our maximum aggregate limit of liability for all "Cyber breach management" and "reward" costs and expenses covered by this policy shall be \$25,000.

### **Cyber Extortion**

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.

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

### **Damage to Property of Others**

1. We will pay:
  - a. For damage to property of others when such damage is the result of an act committed by your "client" and the property damaged is owned by someone other than you or any of your "clients", employees or volunteers; or
  - b. Those sums for which you are legally obligated to pay for damage to property which is rented or occupied by you, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, which is not the result of an act committed by your "client".
2. Our maximum limit for all damage to property of others and/or damage to property which is rented or occupied by you is \$5,000 for any one act, error or omission, or a series of related acts, errors or omissions, subject to an annual aggregate limit of \$25,000.
3. If two or more coverage parts, forms or policies written by us apply to a property damage claim, the coverage part, form, or policy provided by us with the highest limit applicable to that property damage shall be the sole coverage provided by us applicable to that property damage.
4. If other coverage not written by us applies to a claim for damage to property to which this endorsement applies, you agree:
  - a. to transfer to the extent of payment made pursuant to the coverage provided by this endorsement, any rights to that other coverage to us;

- b. to do nothing to impair those rights or the transfer of those rights to us; and
- c. to cooperate with us in the pursuit and enforcement of those rights.

Any claim for property damage which arises out of an act, error or omission, or a series of related acts, errors or omissions which commences in one policy year and continues and/or results in additional property damage in a subsequent policy year, will be construed as though the property damage was sustained or incurred solely in the policy year in which the damage first commenced.

### **Electronic Data and Protected Health Information**

We will pay those sums that the insured becomes legally obligated to pay as damages because of the loss of "Electronic data" or disclosure of "Protected health information". The loss of "Electronic data" must be caused by a negligent act, error or omission or a series of causally related negligent acts or errors or omissions which take place during the time that this policy is in effect.

All damages which arise out of an offense which constitutes a disclosure, loss or use of "Protected health information" or a series of continuous or interrelated disclosures, losses or uses of "Protected health information" will be considered as arising out of one disclosure, loss or use of "Protected health information" which shall be deemed to be an offense committed on the date of the first such disclosure, loss or use of "Protected health information" or violation of privacy rights through the disclosure, loss or use of "Protected health information", which disclosure, loss, use or violation must take place during the time that this policy is in effect.

The most we will pay for the sum of all damages and expenses under this policy because of "Loss of electronic data" and/or the disclosure, loss or use of "Protected health information" shall be an annual aggregate limit of \$50,000.

### **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.

### **Identity Theft Expense**

We will reimburse any natural person who qualifies as a current "Member", 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.

### **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.

#### **Network Security Reimbursement**

We will reimburse you up to \$10,000 for reasonable costs and expenses you have incurred, with our prior written consent and subject to verification, for payment of an insurance deductible and/or self-insured retention for insurance issued to you as the named insured by an entity other than us, which insurance has been paid to you or on your behalf for a loss sustained during the time that this endorsement is in effect or a claim for damage sustained during the time that this endorsement is in effect, which loss or damage results from the unauthorized access to, disclosure from or interference with your computer system, including the failure by you to prevent such unauthorized access, disclosure or interference.

#### **Newly Formed Entities**

Section II – Who is an Insured, Paragraph 3. a. is replaced by the following:

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

#### **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

#### **Security Event Costs and Expenses**

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.

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

### **Subpoena Response Expense**

We will reimburse an Insured for expenses incurred in responding to a subpoena which the Insured first receives during the term of this policy and has reported in writing to us prior to the incurring of the expenses. The maximum amount reimbursable under this coverage, regardless of the number of subpoenas or number of insureds receiving subpoenas is \$10,000 per policy period.

### **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.

### **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.

### **Workplace Violence / Crisis Incident / Outside Aggressor**

We will pay with respect to a "Workplace violence incident", "Crisis incident", or "Outside aggressor incident" (collectively referred to herein as the incident) during the policy period and with our prior written consent the following:

1. all reasonable expenses you incur for psychological counseling of your "employee(s)" during the six months following the incident, subject to Exclusion 2.d of Section I, Coverage A within the Commercial General Liability Coverage Form to which this endorsement is attached regarding Workers' Compensation and similar laws;
2. reimbursement for the cost of the physical damage to or loss of use of personal property used in your business caused by the incident;
3. public relations consultant costs incurred by you within 90 days of the incident;

4. recruitment costs to replace your employee(s) who were physically present during the incident and are unable to continue working as a result of the incident where such costs are incurred within 90 days of the incident;
5. reimbursement of security costs or measures incurred by you within 30 days of the incident; and
6. reimbursement of funeral costs of up to \$10,000 per "employee" as a result of the incident.

Our maximum aggregate limit for all costs and expenses included within the Workplace violence / Crisis incident / Outside aggressor coverage shall be \$100,000 per policy period. This coverage shall not be applicable to any cost and/or expense which is covered by any other coverage issued by us to the Named Insured of the policy to which this endorsement is attached.

### **III. 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.

#### **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.

### **IV. COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

For the purposes of the coverage provided by this endorsement the following Exclusion is added to Coverage B - Personal and Advertising Injury Liability:

#### **2. Exclusions:**

- q. Fines, Penalties and Damages

Fines, penalties, sanctions, punitive or exemplary damages, the multiplied portion of multiplied damages, non-pecuniary relief or any amount arising from matters deemed uninsurable under the law pursuant to which this policy shall be construed.

### **V. 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 or any extension or amendment of the Terrorism Risk Insurance Act of 2002 or any similar law.

"Client" means an individual or individuals enrolled or participating in a program, class, activity, and/or receiving services administered, managed, supervised or governed by you.

"Crisis incident" means a dangerous or unsafe event, such as the discharge of pollutants or politically inspired violence at your business premises or at an event sponsored by you, resulting in death or serious



bodily injury to three or more persons, including a public announcement that a "Crisis incident" has occurred on your business premises or at an event sponsored by you.

"Cyber breach management" means hiring for a specified period of time following a "Cyber 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.

"Cyber 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.

"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.

"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"; or
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".

"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".

"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 the Named Insured in the declarations.

"Outside aggressor event" means an attack at or adjacent to your business premises by a person or group or persons, not your employee or employees, actively engaged in killing, attempting to kill or causing serious physical injury to a person or group of persons.

"Protected health information" means any information, whether oral or recorded in any form or medium:

1. That relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;
2. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify that individual; and
3. as defined within the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-1320d-8 ("HIPAA") and other similar federal, state or local laws or statutes.

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

"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 "security event" or extortion.

"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.

"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 incident" means any intentional threat or act of deadly force, including stalking and/or actual or attempted suicide, occurring on your premises and resulting in "bodily injury" to your employee(s), to your guest(s), or to your business invitee(s).

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, 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" or "property damage" resulting from "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" 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" includes 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **OTHER INSURANCE – COVERAGE C**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

Condition 4. Other Insurance is revised as follows. The first paragraph is deleted in its entirety and is replaced with:

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

Additionally, Part b. Excess Insurance is revised to include paragraph (1) as follows:

“(a) (v) Volunteer and Participant Accident Insurance.”

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 07 01 96

**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 of 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.)

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:

"Products-completed operations hazard":

- a.** 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.

### **PROFESSIONAL SERVICES - EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

#### **SCHEDULE**

Any and all "professional services".

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an act, error or omission committed in the performance of "professional services" by you or by any other person for whose act, error or omission you are legally responsible.

"Professional services" is defined to mean conduct arising out of a vocation, calling, occupation or employment involving specialized knowledge, labor or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual; including but not limited to acts, errors or omissions committed by individuals in their capacities as an acupuncturist, adoption services employee, aide, assisted-living provider, childcare worker, chiropractor, CNA, counselor, daycare provider, educator, home health aide, instructor, LPN, mentor, nurse assistant, nutritionist, optician, phlebotomist, psychiatrist, psychologist, RN, resident home care provider and supervisors, social worker, teacher, therapist, tutor or veterinarian.

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

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

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

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



POLICY NUMBER: 2021-68844  
 Named Insured: Care Closet LBC

COMMERCIAL GENERAL LIABILITY  
 CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

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 any state or governmental agency or subdivision 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 governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **TRAMPOLINE, BOUNCE HOUSE, REBOUNTING EQUIPMENT EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

This insurance does not apply to "bodily injury" arising out of the use of trampolines or other rebounding equipment, or inflatable amusement or sports devices, including but not limited to: inflatable slides, bounce houses, moon walks, inflatable wrestling or combatant suits.

This exclusion applies unless coverage for a trampoline, bounce house, rebounding equipment, or inflatable amusement or sports device is scheduled on the policy.



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

---

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.

**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 by

you, 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.



*A Head for Insurance. A Heart for Nonprofits.*

NAMED INSURED: Care Closet LBC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

---

**SCHEDULE**

**Name of Person or Organization:**

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE PART DECLARATIONS**

PRODUCER: CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

POLICY NUMBER: 2021-68844

**Item One:**

**NAME OF INSURED AND MAILING ADDRESS:**  
Care Closet LBC

P.O. Box 3677  
Long Beach, CA 90803

POLICY PERIOD: FROM 05/12/2021 TO 05/12/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Homeless outreach services

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	\$300
AUTO MEDICAL PAYMENTS		N/A	EXCLUDED	N/A
UNINSURED MOTORIST		N/A	EXCLUDED	N/A
UNINSURED MOTORIST-PD		N/A	EXCLUDED	N/A
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	8	Actual cash value or cost of repair whichever is less minus \$500 Deductible shown on supplemental declaration for each covered auto applies to loss except caused by fire or lightning. See ITEM THREE for hired or borrowed autos.	Incl.
	COLLISION COVERAGE	8	\$500 Deductible shown on supplemental declaration for each covered auto. See ITEM THREE for hired or borrowed autos.	Incl.
TOWING AND LABOR		N/A	\$N/A for each disablement of a private passenger "auto"	N/A
ESTIMATED TOTAL PREMIUM				<b>\$350</b>

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

CA 00 01 10 13, CA 01 43 05 17, CA 04 44 10 13, CA 20 54 10 13, CA 20 55 10 13, CA 23 84 10 13, CA 23 85 10 13,  
CA 99 23 10 13, CA 99 33 10 13, CA 99 34 10 13, NIAC-E180 BA 01 21

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.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

COUNTERSIGNED: 05/14/2021

BY

NIAC - AL

(AUTHORIZED REPRESENTATIVE)



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## BUSINESS AUTO COVERAGE FORM

POLICY NUMBER: 2021-68844

SCHEDULE BA

Page 1

NAME INSURED: Care Closet LBC

**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:  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.
						COLL.	COMP.		

N/A

NO/H 300 50

Hired PD

Hired Physical Damage Deductibles:

Comprehensive: \$500 Collision: \$500

*Panel C. D.*

Signature

05/14/2021

Date



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

**NONPROFITS INSURANCE ALLIANCE  
OF CALIFORNIA (NIAC)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

## INDEX OF FORMS ATTACHED TO THE POLICY

**POLICY NUMBER:** 2021-68844

**NAME OF INSURED:** Care Closet LBC

Page 1

---

---

### AUTO FORMS AND ENDORSEMENTS

### FORM NUMBER/EDITION DATE

Business Auto Coverage Form	CA 00 01 10 13
California Changes	CA 01 43 05 17
Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation)	CA 04 44 10 13
Employee Hired Autos	CA 20 54 10 13
Fellow Employee Coverage	CA 20 55 10 13
Exclusion of Terrorism - Auto	CA 23 84 10 13
Exclusion of Terrorism - Auto - Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 10 13
Rental Reimbursement Coverage	CA 99 23 10 13
Employees as Insureds	CA 99 33 10 13
Social Service Agencies - Volunteers as Insureds	CA 99 34 10 13
Communicable Disease - Exclusion	NIAC-E180 BA 01 21

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.



# 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	
<b>1</b>	Any "Auto"	
<b>2</b>	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos 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.
<b>3</b>	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.
<b>4</b>	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos 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.
<b>5</b>	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.
<b>6</b>	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.
<b>7</b>	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
<b>8</b>	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.
<b>9</b>	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.
----	--	---

## 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 Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos 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 – COVERED AUTOS 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 Covered Autos 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 Covered Autos 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; or
- (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 Covered Autos 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 indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates 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-measuring 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. Limits Of Insurance**

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) 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;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
  - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  3. 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 Covered Autos 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 conceals or misrepresents 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 Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (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 Covered Autos 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 covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that 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; or
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.**

## **CALIFORNIA CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

- A.** The following are added to the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form 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 **A.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".

**B.** 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.

### **COMMUNICABLE DISEASE - EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

---

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", or "property damage" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
  - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
  - b. Testing for a "communicable disease"; and/or
  - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
  - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

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

## **EMPLOYEE HIRED AUTOS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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 Covered Autos 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 an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Any covered "auto" hired or rented by your "employee" under a contract in an "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".

### **B. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition 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



COMMERCIAL AUTO  
CA 99 33 10 13

**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

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 – Covered Autos 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.**

## **EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

**1.** "Terrorism" means activities against persons, organizations or property of any nature:

**a.** That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

**b.** When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**2.** "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

**B.** Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

### **Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

**D.** In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

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

## **EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

**1.** "Terrorism" means activities against persons, organizations or property of any nature:

**a.** That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

**b.** When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**2.** "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

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

### **Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

COMMERCIAL AUTO  
CA 20 55 10 13

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

## **FELLOW EMPLOYEE COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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 under the **Covered Autos Liability Coverage** does not apply.

POLICY NUMBER: 2021-68844

COMMERCIAL AUTO

CA 99 23 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Care Closet LBC  
**Endorsement Effective Date:** 5/12/2021

**SCHEDULE**

Coverage	Designation or Description of Covered "Autos" to which this insurance applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. of Days	Any One Period	
Comprehensive	Any Covered "Auto"		30	\$1500	Incl.
Collision	Any Covered "Auto"		30	\$1500	Incl.
Specified Causes of Loss	N/A				
<b>Total Premium</b>					Incl.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.



POLICY NUMBER: 2021-68844

**COMMERCIAL AUTO**

CA 99 23 10 13

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

COMMERCIAL AUTO  
CA 99 34 10 13

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

## **SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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 **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

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".

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.