



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2025

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

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

<b>PRODUCER</b> BB Insurance Marketing Inc 10167 W Sunrise Blvd 3rd Floor Plantation FL 33322	<b>CONTACT</b> NAME: Certificate Department PHONE (A/C, No, Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com	<b>FAX</b> (A/C, No): 954-452-0450
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : American Southern Home		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 1130924739

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		G8A6GL000025601	4/29/2025	4/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G8A6CA0000668-00	6/18/2025	4/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>ABUSE &amp; MOLESTATION PROFESSIONAL LIABILITY</b>			G8A6PL000031001	4/29/2025	4/29/2026	OCC/AGG 100000/300000 OCC 1,000,000 AGG 2,000,000

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

Case Management/Referral Services located at 3102 Hoyt Avenue #2371, Everett, WA 98213

Certificate Holder is additional insured with respect to the General Liability when required to be named as such per written contract, and in accordance with all terms of the Additional Insured Endorsement attached to the policy.

**APPROVED**

By Sheila Barker at 1:56 pm, Jul 01, 2025

**CERTIFICATE HOLDER****CANCELLATION**Snohomish County  
3020 Rucker Ave.  
Everett WA 98201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

## **SOCIAL SERVICE COMMERCIAL GENERAL LIABILITY ENHANCEMENT**

This endorsement modifies insurance provided under the following:

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

#### **Contents**

- A. Amendment Of Insuring Agreement – HIPAA Violations**
- B.1. Property Damage Extension – Reasonable Force**
- B.2. Limited Rental Lease Agreement Contractual Liability**
- B.3. Amendment Of Liquor Liability Exclusion**
- B.4. Pollution Amendment – Pesticide And Herbicide Applicator Coverage**
- B.5. Non-Owned Watercraft**
- B.6. Damage To Property You Own, Rent Or Occupy**
- B.7. HIPAA Violations**
- B.8. Damage To Rented Premises – Fire, Lightning Or Explosion**
- C.1. Amendment Of Material Published With Knowledge Of Falsity**
- C.2. Amendment Of Material Published Prior To Policy Period**
- D. Medical Payments – Extended Reporting Period**
- E. Athletics Activities**
- F.1. Bail Bonds**
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- G.1. Employee Indemnification Defense Coverage**
- G.2. Key And Lock Replacement – Janitorial Services Client Coverage**
- H.1. Amendment Of Additional Insureds – Members; Trustees; Funding Sources; Mortgagee; Assign-  
ee Or Receiver; Managers Or Lessors; Lessors Of Equipment; Governmental Agencies Or Politi-  
cal Subdivisions; Medical Directors And Administrators; Franchisor; Managers And Supervi-  
sors; As Required By Written Contract; Owners, Lessees Or Contractors; Broad Form Vendors;  
Home Care Providers**
- H.2. Broad Form Named Insured**
- H.3. Employees – Insureds For Bodily Injury To Co-employees**
- H.4. Newly Acquired Organizations Time Period**
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- J.3. Representations – Unintentional Errors**
- J.4. Waiver Of Rights Of Recovery**
- J.5. Liberalization Condition**
- K.1. Mental Anguish From Bodily Injury**

- K.2. Abuse Of Process
- K.3. Discrimination
- K.4. Televised, Videotaped Or Internet-based Publication
- K.5. Additional Definitions – Civil Proceeding; Funding Source; Investigation; Short-term Pollution Event; Temporary Worker; Underground Storage Tank; Violation

A. Paragraph 1. Insuring Agreement of Section I – Coverages – Coverage B – Personal And Advertising Injury is amended to include the following:

**HIPAA Violations**

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and duty to defend the insured against any "suit", "investigation" or "civil proceeding" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation" or "civil proceeding" to which this insurance does not apply.

B. Paragraph 2. Exclusions of Section I – Coverages – Coverage A Bodily Injury And Property Damage Liability is amended as follows:

**1. Property Damage Extension – Reasonable Force**

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

**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" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Limited Rental Lease Agreement Contractual Liability**

The following paragraph is added to Exclusion b. Contractual Liability:

- (3) Assumed in a written contract or agreement regarding the rental or lease of a premises on behalf of a client. But this exception applies only if we agree to indemnify the named insured, up to \$50,000 per "occurrence", based on the named insured's request at the time of a claim. This limit of insurance is within, and not in addition to, the Each Occurrence Limit described in Section III – Limits Of Insurance. This coverage applies only to rental lease agreements and is excess over any other renter's liability insurance available to the client.

**3. Amendment Of Liquor Liability Exclusion**

Exclusion c. Liquor Liability is replaced by the following:

- c. "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
- (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.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license; or
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions sponsored, organized or hosted by you. 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.

#### **4. Pollution Amendment – Pesticide And Herbicide Applicator Coverage**

Paragraph (1) of Exclusion **f. Pollution**, item (a) does not apply to pesticide or herbicide application operations of the insured if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government which apply to those operations.

#### **5. Non-Owned Watercraft Amendment**

Paragraph (2) of Exclusion **g. Aircraft, Auto or Watercraft**, item (a) is replaced by the following:

(a) Less than 52 feet long; and

#### **6. Damage To Property You Own, Rent Or Occupy**

Paragraph (1) of Exclusion **j. Damage To Property** is deleted and replaced by the following:

(3) 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. However, this exclusion does not apply if the damage to such property is caused by your client, in which case we will provide coverage for such "property damage" which you are legally obligated to pay, up to \$50,000 per "occurrence". This limit of insurance is within, and not in addition to, the Each Occurrence Limit described in Section III – Limits Of Insurance.

As used in this exclusion, client means a person under your direct care and supervision for whom you provide goods and/or services.

#### **7. HIPAA Violations**

The following is added to Paragraph **2. Exclusions**:

This insurance does not apply to:

#### **Intentional, Willful Or Deliberate Violations**

Any intentional, willful or deliberate "violation" by any insured.

#### **Criminal Acts**

Any "violation" which results in any criminal penalties under HIPAA.

#### **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

#### **Compliance Reviews Or Audits**

Any compliance reviews by the Department of Health And Human Services.

#### **8. Damage To Premises Rented To You**

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

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion 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.

**C.** Paragraphs **b.** and **c.** in **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** are deleted and replaced by the following:

This insurance does not apply to:

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

"Personal and advertising injury" arising out of oral, written, televised, videotaped or internet-based publication of material if done by or at the direction of the insured with knowledge of its falsity.

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

"Personal and advertising injury" arising out of oral, written, televised, videotaped or internet-based publication of material whose first publication took place before the beginning of the policy period.

**D.** Paragraph **1.a.(3)(b)** of **Section I – Coverages – Coverage C – Medical Payments** is deleted and replaced by the following:

##### **Medical Payments – Extended Reporting Period**

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

E. Paragraph **e.** in **Exclusions of Section I – Coverage C – Medical Payments** is deleted and replaced by the following

**e. Athletics Activities**

To a person injured while practicing for or participating in any physical exercises or games, sports or athletic contests. This exclusion does not apply to an insured while providing instruction with respect to any physical exercises or games, sports or athletic contests.

F. Paragraphs **1.b.** and **1.d.** of **Supplementary Payments – Coverages A And B** are amended as follows:

**1. Bail Bonds**

The limit for bail bonds in Paragraph **1.b.** is amended to \$2,500 in lieu of \$250; and

**2. Loss Of Earnings**

The limit for actual loss of earnings in Paragraph **1.d.** is amended to \$500 a day in lieu of \$250 a day.

G. The following paragraphs are added to **Supplementary Payments – Coverages A And B**:

**1. Employee Indemnification Defense Coverage**

We will pay on your behalf defense costs incurred by an "employee" for a criminal proceeding occurring in the course of that "employee's" employment by you.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is \$25,000 regardless of the number of "employees", claims or "suits" brought, or persons or organizations making claims or bringing "suits".

**2. Key And Lock Replacement – Janitorial Services Client Coverage**

We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss of keys entrusted to you by your "client", up to a \$15,000 limit per "occurrence" and \$15,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act committed by you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives, or anyone else to whom you entrust the keys of a "client" for any purpose, whether acting alone or in collusion with other persons.

For the purposes of this coverage only:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services at a described premises and have billed for your services.

b. "Employee" means:

**(1) A natural person:**

- (a) While in your service or for 30 days following termination;
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you; or

**(2) Any natural person who is temporarily furnished to you:**

- (a) To substitute for a permanent "employee", as defined in Paragraph **(1)** above, who is on leave; or
- (b) To meet seasonal or short-term workload conditions

while that person is subject to your direction and control and performing services for you.

**(3) "Employee" does not mean:**

- (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or other similar representative; or
- (b) Any "manager", director or trustee, except while performing acts within the scope of the usual duties of an "employee".

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

H. **Section II – Who Is An Insured** is amended as follows:

1. The following are added as additional insureds when you have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy:

**a. Members**

Your members but only with respect to their liability for your activities or activities they perform on your behalf.

**b. Trustees**

Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

**c. Funding Sources**

Your "Funding Sources" but only with respect to their liability as a "Funding Source" of your business.

**d. Mortgagee, Assignee Or Receiver**

Any person or organization who is a mortgagee, assignee or receiver of your premises or business, 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.

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

**e. Managers Or Lessors**

Any managers or lessors of a premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

**f. Lessors Of Equipment**

Any person or organization from whom you lease equipment. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

**g. Governmental Agencies Or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision subject to the following additional provisions:

- (1) This insurance applies only with respect to:
  - (a) Premises you own, rent, or control; or
  - (b) 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.

**(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".

The written contract or written agreement referenced in paragraph 1. above must be;

- a. In effect at the inception of the policy period or become effective during the term of the policy period; and
- b. Executed prior to the "bodily injury", "property damage", "personal and advertising injury" covered under this coverage part.

The Limits of Insurance applicable to the insureds in **e.**, **f.**, and **g.** above are those specified in the valid written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are part of and not in addition to the Limits of Insurance shown in the Declarations.

**h. Medical Directors And Administrators**

Your medical directors and administrators, but only while acting within the scope of and during their duties as such for you. Such duties do not include the furnishing of or failure to furnish professional services in the treatment of a patient as a physician, psychiatrist or other medical professional.

**i. Franchisor**

Any person or organization with respect to their liability as the grantor of a franchise to you.

**j. Managers And Supervisors**

Your managers and supervisors, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of employment by you or while performing duties related to the conduct of your business.

This provision does not change paragraph 2.a.(1)(a) as it applies to managers of a limited liability company.

**k. As Required By Written Contract**

Any person or organization when required by written contract or agreement executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury", "property damage" and "personal and advertising injury", but only for liability arising out of the Named Insured's negligence. The limits of insurance applicable to these additional insureds shall be the lesser of the policy limits or those limits specified in a written contract or agreement. These limits are included within and are not in addition to the limits of insurance shown in the Declarations.

#### **I. Owners, Lessees Or Contractors**

Any person or organization, 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 when required by a written contract.

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:

- (a) Completion of all work at the location of the covered operations, 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); or
- (b) 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 who is not a contractor or subcontractor engaged in performing operations for a principal as part of the same project.

#### **m. Broad Form Vendors**

Any person or organization who is a "vendor" of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

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

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

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

**n. Home Care Providers**

Any person or organization under your direct supervision and control while providing private home respite or foster home care for the developmentally disabled.

**2. The following is added to Paragraph 2.a.:**

**a. Broad Form Named Insured**

Any organization and its subsidiaries which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as the Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.

**3. Employees – Insureds For Bodily Injury To Co-employees**

- a.** Paragraphs **2.a.(1)(a)** and **(b)** are deleted and replaced by:

**(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 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 "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- b.** The following is added to Paragraph **2.a.:**

**(3) "Personal and advertising injury":**

**(a)** To a co-"employee" while 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 **(3)(a)** above; or

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(3)(a)** or **(b)** above.

**4. Paragraph 3.a. is replaced by the following:**

- a.** Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**I. Section III – Limits of Insurance** is amended as follows:

**1. Paragraph 6. is replaced by the following:**

**6. Damage To Premises Rented To You**

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;

**a.** While rented to you; or

**b.** In the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of \$1,000,000 or the limit shown on the Declarations page.

**2. The following paragraph is added to item 7.:**

The Medical Expense Limit is the greater of \$15,000 or the limit shown on the Declarations page.

**J. Section IV – Commercial General Liability Conditions** is amended as follows:

**1. The following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

**e.** In the event that an insured reports an "occurrence" to the worker's compensation carrier of the Named Insured, and this "occurrence" later develops into a General Liability claim to which this insurance applies, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim rather than a Worker's Compensation claim.

**f.** If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;



(3) An "executive officer" or the "employee" designated by you to give notice to us of such "occurrence" or offense, if you are a corporation;

(4) A manager, if you are a limited liability company; or

(5) A trustee, if you are a trust.

2. Paragraph **b. Excess Insurance** of Condition **4. Other Insurance** item (ii) of the Occurrence Form and item (iii) of the Claims Made Form is replaced by the following:

That is Fire, Lightning or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

3. The following is added to Condition **6. Representations**:

d. It will not be considered a violation of this condition if you:

(1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or

(2) Unintentionally make an error, omission or provide an improper description of premises or other statement of information in applying for this insurance.

You must notify us as soon as possible after the discovery of any hazards, errors or omissions in the information provided or any other relevant information that was not provided to us prior to the acceptance of this policy.

4. Condition **8. Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage if there is a contract, executed prior to the loss, with that person or organization that requires you to waive rights of recovery.

5. The following condition is added:

**Liberalization**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**K. Section V – Definitions** is amended as follows:

1. Definition **3.** in the **Definitions** Section is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, emotional distress, humiliation or death resulting from bodily injury, sickness or disease.

2. Paragraph **14.b.** is deleted and replaced by the following:

b. Malicious prosecution or abuse of process;

3. The following is added to Paragraph **14.**:

Discrimination based on race, color, religion, gender, sexual orientation, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any "executive officer", director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

c. Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

4. **Televised, Videotaped Or Internet-based Publication**

Paragraphs **14.d.**, **14.e.**, **14.f.** and **14.g.** are deleted and replaced by the following:

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

e. Oral, written, televised, videotaped or internet-based publication of material that violates a person's right of privacy;

f. Misappropriation of advertising ideas or style of doing business; or

g. Infringement of copyright, title or slogan.

5. The following definitions are added:

"Civil proceeding" means an action by the Department of Health And Human Services arising out of "violations".

"Funding Source" means those persons or organizations who provide grants, endowments, contributions or other monetary funds to your non-profit organization and require under a written contract status as an insured. Funding source does not include any person or organization with whom you contract to provide services of any sort for a fee or other compensation.

"Investigation" means an examination by the Department of Health And Human Services of an actual or alleged "violation". However, "investigation" does not include any Compliance Review.

"Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

- a.** Begins during the policy period;
- b.** Begins at an identified time and place;
- c.** Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants"; and
- d.** Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy paragraphs **a.** through **d.** of this definition to be considered a "short-term pollution event".

"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. A substitute teacher is not a "temporary worker".

"Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

"Violation" means any actual or alleged failure to comply with the regulations included in HIPAA.