



WESTFOU-01

SE72ASCOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

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).

PRODUCER AssuredPartners, Lake Mary 300 Colonial Center Parkway, Suite 270 Lake Mary, FL 32746	CONTACT NAME: Deidre Williams PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: deedee.williams@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Surplus Lines Insurance Company NAIC # 24319 INSURER B: Vantapro Specialty Insurance Company 44768 INSURER C: Continental Divide Insurance Company 35939 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5088087802	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5091019302	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5090022302	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WEWC214974	2/26/2021	2/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			5088087802	7/1/2021	7/1/2022	Aggregate 3,000,000
A	Professional Liabili			5088087802	7/1/2021	7/1/2022	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an added as an additional insured with regards to general liability but only with respect to operations of the Named Insured as required by written contract per 00 GL 0295 00 10 06.

CERTIFICATE HOLDER

CANCELLATION

Monroe Co. School District 241 Trimbo Road Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners, Lake Mary		NAMED INSURED Guidance Care Center Inc. PO Box 94738 Las Vegas, NV 89193-4738	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cyber Liability

INSURER AFFORDING COVERAGE: Houston Casualty Company

POLICY NUMBER: H21NGP210771-01 EFF DATE: 09/21/2021 EXP DATE: 09/21/2022

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Network Security Liability Per Claim: \$5,000,000

Aggregate: \$5,000,000

Abuse & Molestation

INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company

POLICY NUMBER: 5088-0878-02 EFF DATE: 07/01/2021 EXP DATE: 07/01/2022

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Abuse & Molestation Per Occurrence \$1,000,000

Aggregate \$3,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NON-PROFIT AND SOCIAL SERVICES AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

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

1. TEMPORARY SUBSTITUTE AUTOS PHYSICAL DAMAGE

The following is added to **Section I – Covered Autos**:

D. Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form for an "auto" you own and that covered "auto" is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction,

then solely in that event, Physical Damage Coverage is provided for an "auto" you do not own while it is being used with the permission of its owner as a temporary substitute "auto" for the out of service covered "auto". We will pay the owner for "loss" to the temporary substitute "auto". This insurance covers the interest of the owner unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

2. EMPLOYEES OR VOLUNTEER WORKERS AS INSURED

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

- d. Your "employee" or "volunteer worker" while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business.

This insurance shall be excess over any other valid and collectible insurance.

3. BOARD MEMBERS

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

- e. Your elected or appointed board members while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnishes that "auto" is also an "insured".

This insurance shall be excess over any other valid and collectible insurance.

4. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

- (1) Any person or organization with respect to the operation, maintenance or use of a covered “auto” covered under this policy, provided that you and such person or organization have agreed in a written contract or agreement, to add such person or organization to this policy as an “insured”.

However, such person or organization is an “insured”:

- a. Only with respect to the operation, maintenance or use of a covered “auto” covered under this policy;
- b. Only for “bodily injury” or “property damage” caused by an “accident” which takes place after you executed the written contract or agreement and during the policy period; and
- c. Only for the duration of the contract or agreement.

- (2) A “funding source”. Solely with respect to the coverage provided herein, a “funding source” means any person or organization, but only with respect to their liability arising out of their financial control of you.

- (3) How Limits Apply – The most we will pay on behalf of an additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or agreement between you and the person or organization you agreed to add as an additional insured; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

- (4) Additional Insureds Other Insurance – If we cover a claim or “suit” under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or “suit” to the other insurer for defense and indemnity.

However, this provision does not apply to the extent you have agreed in a written contract or agreement with the additional insured that this insurance is primary and non-contributory with the additional insured’s own insurance.

- (5) Duties In the Event Of An Accident, Claim, Suit Or Loss – If you have agreed in a written contract or agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **A. Loss Conditions**, paragraph **2. Duties In the Event Of An Accident, Claim, Suit Or Loss**, in the same manner as the Named Insured.

5. EMPLOYEE HIRED AUTOS - LIABILITY

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

- h. An “employee”, an elected or appointed official of yours, or a commissioner, officer or member of your commissions, authorities, boards or agencies while operating a covered “auto” hired or rented under a written contract or agreement in the name of that “employee” or elected or appointed official, with your permission, while performing duties related to the conduct of your business.

This coverage shall be primary and not contributory with respect to the person or organization included as an “insured” under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

6. SUPPLEMENTARY PAYMENTS

Paragraphs **a.(2)** and **a.(4)** of **Supplementary Payments** in Paragraph **A.2. Coverage Extensions of Section II – Covered Autos Liability Coverage** are deleted and replaced by the following:

- (2) Up to \$5,000 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.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

7. FELLOW EMPLOYEE

Paragraph **B.5. Exclusions** of **Section II – Covered Autos Liability Coverage** is deleted.

8. TOWING AND GLASS BREAKAGE

Paragraph **A.2. Towing** of **Section III – Physical Damage Coverage** is deleted and replaced by the following:

2. Towing

We will pay up to \$250 per disablement for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement.

Paragraph **A.3. Glass Breakage** of **Section III – Physical Damage Coverage** is deleted and replaced by the following:

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, without application of a deductible:

- a. Glass breakage; or
- 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.

9. PHYSICAL DAMAGE – TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage** is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to \$100 per day/\$3,000 maximum per policy period for temporary transportation expense incurred by you because of the total theft of a covered “auto”. 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 24 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”.

10. PHYSICAL DAMAGE – LOSS OF USE EXPENSES

Paragraph **A.4.b. Loss Of Use Expenses** of **Section III – Physical Damage Coverage** is deleted and replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto”.

However, the most we will pay for any expenses for loss of use is \$50 per day, subject to a maximum of \$1,500 per policy period.

11. COVERAGE EXTENSIONS – PHYSICAL DAMAGE

The following are added to Paragraph **A.4. Coverage Extensions** of **Section III – Physical Damage Coverage**:

c. Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. We will pay a maximum of \$100 per day for a maximum period of 30 days for each covered auto. The most we will pay for rental reimbursement expenses because of “loss” to any one covered “auto” during the policy term is \$3,000. No deductible applies to this coverage.

d. Personal Effects

If Comprehensive Coverage is provided on this coverage form for a covered “auto” you own and that covered “auto” is stolen, we will pay, without application of a deductible, up to \$1,000 for personal effects stolen with that covered “auto”. This coverage is excess over any other collectible insurance. Personal effects do not include tools, jewelry, money or securities.

e. Hired Auto Physical Damage

Physical Damage Coverage is provided for covered “autos” you hire without drivers to the same extent as Physical Damage Coverage for covered “autos” you own, except:

- (1) The most we will pay for “loss” in any one “accident” is
 - (a) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality,whichever is smallest, minus a deductible.

The deductible will be equal to the largest deductible applicable to any owned “auto” for Physical Damage Coverage shown on the Declarations page of the policy. This deductible is applicable to any “loss” except “loss” caused by fire or lightning.

- (2) Subject to Paragraph e.(1) of this endorsement, we will provide coverage equal to the broadest Physical Damage coverage applicable to any covered "auto".

f. Limited Physical Damage Deductible Coverage For Employees Or Volunteer Workers

At your request, we will pay up to \$1,000 as reimbursement of deductible payments made by your "employee" or "volunteer worker" under the Physical Damage Coverage of the "employee's" or "volunteer worker's" policy of automobile insurance but only if:

- (1) The "loss" is to an "auto" owned by the "employee" or "volunteer worker" but not hired or borrowed by you; and
- (2) The "auto" was being used at the time of the "loss" in the course and scope of the "employee's" employment by you or while the "volunteer worker" was performing duties related to the conduct of your business. With regards to this endorsement, travel to and from a normal place of employment is not within the course and scope of employment by you unless such travel is in response to an emergency summons of that "employee" or "volunteer worker".

12. LOAN/LEASE GAP

Paragraph **A.5. Loan/Lease Gap** is added to **Section III - Physical Damage Coverage**.

5. In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Auto Loan/Lease Gap Coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:

- (1) Overdue lease/loan payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- (3) Security deposits not refunded by the lessor;
- (4) Costs for extended warranties and additional protections such as, but not limited to, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (5) Carry-over, transfer or rollover balances from previous loans or leases;
- (6) Any amount representing taxes;
- (7) Loan or Lease Termination Fees;
- (8) The dollar amount of any unrepaired damage that occurred prior to the "total loss" of a covered "auto";
- (9) All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement of a covered "auto"; and
- (10) Final payment under a "balloon loan".

- c. For the purposes of this Loan/Lease Gap Coverage provision, **SECTION V – DEFINITIONS** is amended by adding the following definitions:

"Total Loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

A "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

13. AIRBAG COVERAGE AND FREEZING OF PERMANENTLY ATTACHED EQUIPMENT

The following is added to Paragraph **B.3.a.** of **Section III – Physical Damage Coverage**:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

The exclusion relating to freezing does not apply to any “loss” caused by freezing to permanently attached special equipment common to a fire or rescue emergency vehicle, unless the “loss” is caused by your failure to properly maintain such equipment. Such equipment includes, but is not limited to, pumps, gauges, valves, fill lines, drains and tanks. In no event will any “loss” caused by freezing to an automobile engine be covered by this policy.

14. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

Paragraph **B.4.c.** of **Section III – Physical Damage Coverage** is deleted and replaced by the following:

- c. Any electronic equipment that receives or transmits audio, visual or data signals, and that is not designed solely for the reproduction of sound unless permanently installed in the covered “auto” or unless the housing unit for removable equipment is permanently installed in the covered “auto”.

15. PHYSICAL DAMAGE – COMPREHENSIVE COVERAGE – DEDUCTIBLE

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

Regardless of the number of covered “autos” damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all “loss” from any one cause is \$5,000.

16. KNOWLEDGE AND NOTICE OF ACCIDENT

The following is added to Paragraph **A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** of **Section IV. Business Auto Conditions**:

- d. The failure of any agent, servant, “volunteer worker” or “employee” of the “insured”, other than an “employee” authorized by you to give or receive notice of an “accident”, claim, “suit” or “loss”, to notify us of any “accident” of which he or she has knowledge, shall not invalidate insurance afforded by this policy.

17. EMPLOYEE HIRED AUTOS – PHYSICAL DAMAGE

Paragraph **B.5. Other Insurance**, subparagraph **b.** of **Section IV – Business Auto Conditions**, is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow; and
- (2) Any “auto” hired or rented under a written contract or agreement entered into by an “employee” or elected or appointed official with your permission while being operated within the course and scope of that “employee’s” or elected or appointed official’s employment by you.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

18. VOLUNTEER WORKER

The following is added to **Section V – Definitions**:

“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.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL ABUSE AND SEXUAL MOLESTATION ENDORSEMENT (OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium of \$35,704, it is agreed the following changes are made to the Policy:

A. The insurance provided by this endorsement shall be subject to the limits shown below:

\$1,000,000	Physical Abuse and Sexual Molestation Occurrence Limit
\$2,000,000	Physical Abuse and Sexual Molestation Aggregate Limit

The above Physical Abuse and Sexual Molestation Occurrence Limit of Insurance is the most we will pay for any one claim arising out of "Physical Abuse and Sexual Molestation" during the policy period. The Physical Abuse and Sexual Molestation Aggregate Limit is the most we will pay, regardless of the number of claim(s) or claimants in any one policy period for "Physical Abuse and Sexual Molestation". No other limits stated in the Commercial General Liability Coverage Form, the Social Services Professional Liability Coverage Form, or any other Coverage Form attached to this policy applies to any coverage for "Physical Abuse and Sexual Molestation".

These limits are in addition to the Limits of Insurance shown on the Declarations.

Upon exhaustion of the Physical Abuse and Sexual Molestation Aggregate Limit stated in this Endorsement we shall have no obligation to make any further payments to or on behalf of the insured for defense, indemnification or otherwise.

B. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY is amended to include the following:

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of "Physical Abuse and Sexual Molestation".
- b.** This insurance applies only if the "Physical Abuse and Sexual Molestation" is caused by an "occurrence" that takes place in the coverage territory place on or after the inception date of this policy, but before the end of the policy period, and within the coverage territory.

- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by the insured or by us; or

(2) When we make settlement in accordance the provisions of this endorsement.

All claims for damages because of “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “Physical Abuse and Sexual Molestation” to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the bodily injury, mental injury, advertising injury, or personal injury, shall be deemed to have been made at the time the first of those claims is made against the insured.

- d. We have the right and duty to defend any suit seeking damages to which this endorsement applies. Our right and duty to defend ends when we have exhausted the applicable limit of insurance. Further, we may at our discretion investigate any “Physical Abuse and Sexual Molestation” incident and settle any claim or suit that may result.

- C. Solely with respect to any coverage provided by this endorsement, the following exclusions are added:

This insurance does not apply to:

1. Knowledgeable Acts

Any individual, regardless of whether such individual would otherwise qualify as an insured, who actually or allegedly participated in, directed, or knowingly allowed to take place any act or acts constituting or potentially constituting “Physical Abuse and Sexual Molestation”.

2. Willful Violation of Statute

Any actual or alleged “Physical Abuse and Sexual Molestation” because of the willful violation of a penal statute or ordinance committed by or with the consent of an insured.

3. Late Reporting

Any act or acts constituting or potentially constituting “Physical Abuse and Sexual Molestation” if not reported to us within thirty (30) days after a director, officer, supervisor or other responsible “employee” or agent of the insured:

- a. Has knowledge of, or has identified, either formally or informally, an act or acts constituting “Physical Abuse and Sexual Molestation” or
- b. Took action in response to an act or acts potentially constituting “sexual molestation”,
whichever comes first.

4. Compensatory Damages

Any fines, penalties, punitive damages, aggravated damages, exemplary damages, or enhanced damages resulting from the multiplication of compensatory damages.

- D. Solely with respect to any coverage provided by this endorsement, **SECTION V – DEFINITIONS, 3.** “Bodily injury” is deleted in its entirety and replaced by the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, shock or emotional distress resulting from any of these at any time.

- E. Solely with respect to any coverage provided by this endorsement, **SECTION V – DEFINITIONS** is amended to include the following:

“Physical Abuse and Sexual Molestation” means physical sexual abuse of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE TERRITORY – WORLDWIDE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Section IV – Conditions:

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph 4.b.(1) under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
 - (ii) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The definition of "coverage territory" in the Definitions section is replaced by the following:

"Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Insurance Company: Allied World Surplus Lines Insurance Company

Policy No.

SCHEDULE – NAMED INSURED(S)

Named Insured: Westcare Foundation, Inc.

Effective Date: 7/1/2021
12:01 a.m., Standard Time
Agent No.

Name of Agent: NSM Insurance Group

WestCare Arizona I, Inc.
WestCare Gulf coast-Florida, Inc.
WestCare Florida, Inc.
The Village South, Inc.
Guidance/Care Center, Inc.
WestCare Georgia, Inc.
WestCare Kentucky, Inc.
WestCare Illinois, Inc.
WestCare Nevada, Inc.
FitzHouse Enterprises Inc. f/k/a W WestCare estcare Works, Inc.
WestCare North Carolina, Inc.
WestCare Wisconsin, Inc.
The Family Alliance For Veterans of America, Inc.
WestCare Oregon, Inc.
WestCare Texas, Inc.
WestCare Tennessee, Inc.
WestCare California, Inc.
Guara BI, Inc.
WestCare Washington, Inc.
WestCare Endowment, Inc.
The Village South Institute of Human Resources, Inc.
The Village Foundation, Inc.
The Guidance Clinic of The Middle Keys, Inc.
The Care Center For Mental Health Inc.
WestCare Iowa, Inc.
WestCare Minnesota, Inc.
WestCare Pacific Islands, Inc.
WestCare Wyoming, Inc.
The Village - Virgin Islands Partner In Recovery, Inc.
The Village South, Inc. Profit Sharing Plan
WestCare West Virginia, Inc.
WestCare Ohio, Inc.
WestCare Foundation, Inc. Retirement Plan
WestCare Puerto Rico, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-PROFIT AND SOCIAL SERVICES GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement 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.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Legal Liability Extension – For fire, lightning, explosion, smoke, and leaks from sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised or videotaped publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Violation of Rights of Residents Coverage (Patient's Rights)
- T) Liquor Liability Exception to Exclusion
- U) Employee Criminal Defense Costs Only Coverage - \$25,000 limit of insurance – each "criminal proceeding"

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this coverage part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000.
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."
- 3) Exclusion of Coverage, at your option, does not apply to your "volunteer workers" or any person or organization under your direct supervision and control.

B) SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) LEGAL LIABILITY EXTENSION – FIRE, LIGHTNING, EXPLOSION, SMOKE, AND LEAKS FROM SPRINKLERS

1. The last paragraph of **Section I – Coverage A – 2. Exclusions**, is deleted and replaced by the following:

Exclusions **c.** through **n.** does not apply to:

- a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; to premises rented to you or temporarily occupied by you with the permission of the owner.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

2. Paragraph **6.** of **Section III – Limits of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage":

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and

- b. caused by a resident;

to premises, rented to you or temporarily occupied by you with the permission of the owner. Damage To Premises Rented To You Limit is the greater of:

- a. \$1,000,000 for damages due to fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof.

D) WHO IS AN INSURED

Paragraph **2.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

2. Each of the following is also an insured, but only while working within the scope of their duties related to the conduct of your business;

- a. "Employees", but only for acts within the scope of their employment by you;

- b. "Volunteer Workers";

- c. Independent Contractors

However, no "employees", "volunteer workers" or independent contractors 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" or independent contractors while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or independent contractors as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
 you, any of your "employees", "volunteer workers", independent contractors, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- d. Medical directors and administrators, including professional persons;
- e. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors;
- f. If you are a limited liability company, your members are insureds, but only with respect to their duties related to the conduct of your business;
- g. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;
- h. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- i. Any State or Political Subdivision subject to the following provision:
 This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.
- j. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
- k. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- l. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- m. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises,

“your work” for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of “your work” to the extent set forth below:

Insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph **3.a.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period of this Coverage Part or the next anniversary of its inception date, whichever is earlier.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

- 1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an accident or incident by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, “employee” or any other person.
- 2) Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such “Occurrence” to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED OR VIDEOTAPED PUBLICATION

- 1) The definition of “Personal and Advertising Injury” items 14. d., e., f. and g. are changed to read: “Personal and Advertising Injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
 - d. Oral, written, televised, or videotaped 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, or videotaped 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.
- 2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:
 - b. “Personal and advertising injury” arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - c. “Personal and advertising injury” arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of “bodily injury” is changed to read:

“Bodily Injury” means:

- a. Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item above) at any time.

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

J) EXTENDED “PROPERTY DAMAGE”

SECTION I – Coverages, Coverage A, 2. Exclusions, a. 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.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I – Coverages, Coverage A., 2. Exclusions, j. (2) is deleted and replaced by the following:

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

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – Who is an Insured, the following is added:

Any person or organization with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain, or control while you lease or occupy these premises.

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

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – Who is an Insured, the following is added:

Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you in writing, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any “occurrence” which takes place after you cease to be a tenant in that premises.
- b. Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and

- b) executed prior to the “bodily injury,” “property damage,” “personal and advertising injury”.
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
 - a) 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 site 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 on or at the same project.
 - b) This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury” caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – Limits of Insurance, paragraph 2. is deleted and replaced by the following:

- 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.

A separate Location General Aggregate Limit applies to each “location” and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS, is amended by adding the following:

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

P) BLANKET SPECIAL EVENTS

This insurance applies to “Bodily Injury,” “Property Damage,” and “Personal and Advertising Injury” arising out of all your special events. However, this insurance does not apply to the following

EXCLUDED EVENTS:

- a) Parades
- b) Aircraft

- c) Motorcycle runs and automobile rallies
- d) Fireworks
- e) Firearms
- f) Animals
- g) Carnivals and fairs with mechanical rides
- h) Concerts
- i) Events including contact sports
- j) Rodeos
- k) Political rallies
- l) Any event lasting more than three (3) days (including otherwise acceptable events)
- m) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Separate coverage may be available at the company's discretion for the events excluded above. Possible additional charges may apply if coverage is provided.

Q) NON-OWNED WATERCRAFT

SECTION I – Coverages. 2. Exclusions, paragraph g.(2) is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 65 feet long, and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

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

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets the underwriting criteria it will be done at no additional charge.

S) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to Section 1 – Coverages – Coverage A, paragraph 1. Insuring Agreement:
"Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."
- 2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to Section I – Coverages – Coverage A-2. Exclusions:
This insurance does not apply to:
 - a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of "residents."
- 3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to Section V – Definitions:
"Rights of residents" means:
 - a. Any right granted to a resident under any state law regulating your business as a health care facility.

- b. The “Rights of Residents” as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

T. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR FUNDRAISING EVENTS

SECTION I – Coverages, Coverage A., 2. Exclusions, c. is amended by adding the following subparagraph:

This exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at any fundraising events.

U. EMPLOYEE CRIMINAL DEFENSE COSTS ONLY COVERAGE

- 1. The following provision is added to the Policy:

Employee Criminal Defense Costs Only Coverage

We will pay, on your behalf, for “defense costs” incurred by your “employee” in a “criminal proceeding”. We will have the right, but not the duty to defend your “employee” in such “criminal proceeding”.

- 2. The most we
will pay for any one “criminal proceeding” is \$25,000, regardless of the number of “employees” involved in such “criminal proceeding”. The payment of “defense costs” under this Employee Criminal Defense Costs Only Coverage is in addition to and does not reduce the Limits of Insurance shown on the Declarations. However, the payment of “defense costs” under this Employee Criminal Defense Costs Only Coverage is included within and shall reduce the \$25,000 each “criminal proceeding” Limit shown in Item V) of the Schedule above and we will not pay for any further “defense costs” for a “criminal proceeding” after the \$25,000 limit has been exhausted.
- 3. The following additional Exclusions apply to this Employee Criminal Defense Costs Only Coverage:

This insurance does not apply to:

- a. **Coverage Provided Under Coverages A or B**

Any “defense costs” for which coverage is provided under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY of this policy.

- b. **Damages, Fines or Penalties**

Any damages, fines or penalties.

- 4. The following additional Definitions apply to this Employee Criminal Defense Costs Only Coverage:

- a. “Criminal proceeding” means:

The prosecution of any of your “employees” commenced by the filing, with a court, or other regulatory enforcement agency, of an information, a complaint, or an indictment, and any

amendments thereto, alleging that your "employee" had, during the policy period, committed one or more crimes involving one or more incidents, acts, or events. Such incidents, acts or events must arise within the scope of your "employee's" employment by you or occur while your "employee" is performing duties related to the conduct of your business.

Any "criminal proceeding" shall be considered a single "criminal proceeding", notwithstanding the fact that the prosecution or investigation may involve multiple incidents, multiple counts or charges, and/or multiple trial and/or appellate proceedings. A subsequent or different prosecution or investigation based on the same incidents, acts, or events that provided the basis for the original prosecution or investigation shall not constitute a separate "criminal proceeding".

b. "Defense costs" means

- (1)** Reasonable attorney fees (including fees for the services of paralegals, law clerks and/or investigators working under the direction of said attorney); and
- (2)** Reasonable and necessary costs, excluding loss of income.

- 5.** Under no circumstances will "defense costs" payable under this Employee Criminal Defense Costs Only Coverage be payable as Supplementary Payments under Coverages A or B.

All other terms and conditions of the policy remain the same.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 5088-0878-02

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Named Insured and Mailing Address: Westcare Foundation, Inc. PO Box 94738 Las Vegas, NV 89193		Producer: Care Providers Insurance Services LLC dba NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428
Policy Period From: 7/1/2021	To: 7/1/2022	at 12:01 AM. Standard Time at your mailing address shown above
Previous Policy Number: 5088-0878-01		

THIS COVERAGE FORM AND/OR ENDORSEMENT(S) ATTACHED TO THE POLICY MAY PROVIDE COVERAGE ON CLAIMS-MADE BASIS CONTAINING DEFENSE EXPENSES WITHIN THE LIMIT OF LIABILITY PROVISIONS. PLEASE READ THE ENTIRE COVERAGE FORM AND ENDORSEMENT(S) CAREFULLY.

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

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES	N/A	
RENTED TO YOU LIMIT		Any one premises
MEDICAL EXPENSE LIMIT	\$5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		\$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$3,000,000

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: <u>None</u> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LIMITED LIABILITY COMPANY </div> <div> <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) </div> <div> <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST </div> </div>
BUSINESS DESCRIPTION: <u>Behavioral Health</u>



Allied World Surplus Lines Insurance Company
1690 New Britain Avenue, Suite 101
Farmington, CT 06032
Tel: (646) 794-0500
Fax: (646) 794-0611

POLICY NUMBER: 5088-0878-02

COMMON POLICY DECLARATIONS

Named Insured and Mailing Address: Westcare Foundation, Inc. PO Box 94738 Las Vegas, NV 89193		Producer: Care Providers Insurance Services LLC dba NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428
Policy Period From: 7/1/2021	To: 7/1/2022	at 12:01 AM. Standard Time at your mailing address shown above
Previous Policy Number: 5088-0878-01		
Business Description: Behavioral Health		

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
APPLICABLE COVERAGE PART(S)	PREMIUM
COMMERCIAL PROPERTY	\$253,531
GENERAL LIABILITY	\$317,966
CRIME	\$2,963
INLAND MARINE	NOT INCLUDED
PROFESSIONAL LIABILITY	\$338,542
TOTAL PREMIUM	\$913,002
FILING FEE (if applicable)	\$125
NV SURPLUS LINES TAX (if applicable)	\$31,959.45
STAMPING FEE (if applicable)	\$3,652.51
TOTAL	\$948,738.93

FORMS AND ENDORSEMENTS
FORMS(S) AND ENDORSEMENT(S) APPLICABLE TO ALL COVERAGE PARTS AND MADE PART OF THIS POLICY AT TIME OF ISSUE: SEE SCHEDULE OF FORMS AND ENDORSEMENTS

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

Insurance Company: Allied World Surplus Lines Insurance Company

Policy No.

SCHEDULE – NAMED INSURED(S)

Named Insured: Westcare Foundation, Inc.

Effective Date: 7/1/2021
12:01 a.m., Standard Time
Agent No.

Name of Agent: NSM Insurance Group

WestCare Arizona I, Inc.
WestCare Gulf coast-Florida, Inc.
WestCare Florida, Inc.
The Village South, Inc.
Guidance/Care Center, Inc.
WestCare Georgia, Inc.
WestCare Kentucky, Inc.
WestCare Illinois, Inc.
WestCare Nevada, Inc.
FitzHouse Enterprises Inc. f/k/a W WestCare estcare Works, Inc.
WestCare North Carolina, Inc.
WestCare Wisconsin, Inc.
The Family Alliance For Veterans of America, Inc.
WestCare Oregon, Inc.
WestCare Texas, Inc.
WestCare Tennessee, Inc.
WestCare California, Inc.
Guara BI, Inc.
WestCare Washington, Inc.
WestCare Endowment, Inc.
The Village South Institute of Human Resources, Inc.
The Village Foundation, Inc.
The Guidance Clinic of The Middle Keys, Inc.
The Care Center For Mental Health Inc.
WestCare Iowa, Inc.
WestCare Minnesota, Inc.
WestCare Pacific Islands, Inc.
WestCare Wyoming, Inc.
The Village - Virgin Islands Partner In Recovery, Inc.
The Village South, Inc. Profit Sharing Plan
WestCare West Virginia, Inc.
WestCare Ohio, Inc.
WestCare Foundation, Inc. Retirement Plan
WestCare Puerto Rico, Inc.

POLICY NUMBER: 5088-0878-02

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Named Insured and Mailing Address: Westcare Foundation, Inc. PO Box 94738 Las Vegas, NV 89193		Producer: Care Providers Insurance Services LLC dba NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428
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Previous Policy Number: 5088-0878-01		

THIS COVERAGE FORM AND/OR ENDORSEMENT(S) ATTACHED TO THE POLICY MAY PROVIDE COVERAGE ON CLAIMS-MADE BASIS CONTAINING DEFENSE EXPENSES WITHIN THE LIMIT OF LIABILITY PROVISIONS. PLEASE READ THE ENTIRE COVERAGE FORM AND ENDORSEMENT(S) CAREFULLY.

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

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES	N/A	
RENTED TO YOU LIMIT		Any one premises
MEDICAL EXPENSE LIMIT	\$5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		\$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$3,000,000

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: <u>None</u> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LIMITED LIABILITY COMPANY </div> <div> <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) </div> <div> <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST </div> </div>
BUSINESS DESCRIPTION: <u>Behavioral Health</u>



POLICY NUMBER: 5088-0878-02

NON-PROFIT AND SOCIAL SERVICES PROFESSIONAL LIABILITY OCCURRENCE DECLARATIONS

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

LIMITS OF INSURANCE	
PROFESSIONAL LIABILITY AGGREGATE LIMIT	\$ 3,000,000
EACH PROFESSIONAL INCIDENT CLAIM LIMIT (PER "CLAIM")	\$ 1,000,000
DISCIPLINARY PROCEEDINGS LIMIT (PER "PROCEEDING")	\$

TOTAL PREMIUM	\$338,542
DEDUCTIBLE	N/A

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.