



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2018

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 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 Conover AVI P.O. Box 2528  Tri-Cities WA 99302	CONTACT NAME: Danielle Bergere	
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INSURED Bear River Band of Rohnerville Rancheria 27 Bear River Drive  Loleta CA 95551	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hudson Insurance Company	25054
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18-19 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	NACL0010814	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Tribal Officials E&O (retro) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		X	NACL0010814	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc. Errors & Omissions			NACL0010814	7/1/2018	7/1/2019	Each Claim \$4,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Humboldt County and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of Humboldt County.

CERTIFICATE HOLDER  Humboldt County	CANCELLATION  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  D Whiteside/DWHITE <i>Danielle Whiteside</i>

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## SOVEREIGN NATION COMMERCIAL INSURANCE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered. Subject to its terms, conditions and exclusions, this policy is a commercial insurance policy and provides coverage only with respect to the conduct of your business.

Throughout this policy, the word "Hudson" refers to Hudson Insurance Company. Words and phrases that appear within quotation marks have, wherever they appear, the special meanings set forth in the Definitions.

Coverage is only provided under the Insuring Agreements contained in this policy for which a limit of insurance is shown in the Declarations.

### GENERAL PROVISIONS

The provisions listed in this section are applicable to your entire policy.

#### A. **ASSURED**

It is agreed that "Assured", wherever used in this policy, includes the entity listed in Item 1. of the Declarations (the "Named Assured") and:

1. Any official, trustee, "employee" or volunteer of the "Named Assured" while acting within the scope of his duties as such, and any person, organization, trustee or estate to whom the "Named Assured" is obligated by virtue of a legally binding contract or agreement to provide insurance such as is afforded by this policy, but only with respect to the business operations performed by or on behalf of the "Named Assured";
2. Any person while using an "automobile" owned or hired by the "Named Assured" and any person or organization legally responsible for the use thereof, provided the actual use of such owned or hired "automobile" is by the "Named Assured" or with his permission, any official, trustee or "employee" of the "Named Assured" provided the use of the owned or hired "automobile" is in connection with the business of the "Named Assured".

However, with respect to any person or organization other than the "Named Assured", this policy does not apply:

- a. To any person or organization, or to any agent or employee thereof, operating an "automobile" sales agency, repair shop, service station, garage or public parking place, with respect to any accident arising out of the operation thereof; however, if Insuring Agreement G. of the policy Declarations indicates coverage is included for "garage keeper's and valet parking services", then

Notwithstanding the aforementioned, "Hudson" may elect to cancel this policy at any time upon ninety (90) days' written notice to the "Named Assured", otherwise this policy automatically expires at the end of the "policy period".

- G. CURRENCY:** The premium, "losses" and/or "expenses" under this policy are payable in United States currency.
- H. BANKRUPTCY AND INSOLVENCY:** In the event of the bankruptcy or insolvency of the "Named Assured" or any entity comprising the "Named Assured", "Hudson" shall not be relieved of the payment of any claims hereunder because of such bankruptcy or insolvency. The Bankruptcy or insolvency of the "Assured", or any refusal or inability of the "Assured" to satisfy its obligation pursuant to this Policy will not reduce the "retained limit" as set forth on the Declarations nor will it require the Company to pay any amounts within the "retained limit".
- I. OTHER INSURANCE:** If the "Assured" has other insurance providing coverage against "loss" and "expense" that is also covered by this policy, "Hudson" shall be liable, under the terms of this policy, only in excess of that coverage provided by such other insurance and no monies payable or collectible from such other insurance shall accrue to the "retained limit".
- J. ADDITIONAL ASSURED CLAUSE:** The interest of any additional "Assured" with respect to liability covered hereunder is included as if a separate Insuring Agreement were attached hereto to the extent of their interest as of the date of loss subject to the limits of insurance set forth in this policy.
- K. LOSS PAYMENTS:** When it has been determined by the "Service Organization" that "Hudson" is liable under this policy, "Hudson" shall thereafter promptly make payment(s) up to the applicable limit of insurance, as stated in Item 4. of the Declarations. The "Assured" will be responsible for reimbursement of the "retained limit" upon request from the "Service Organization". All adjusted claims shall be paid or made good to the "Assured" within thirty (30) days after the presentation to and acceptance by "Hudson" of satisfactory proof of interest and loss.
- L. APPEALS:** In the event the "Assured" and "Hudson" are unable to agree as to the advisability of appealing a judgment, they may, as an alternative to arbitration (Condition S. -- Arbitration), appoint a disinterested attorney, mutually agreeable to "Hudson" and the "Assured", who shall be retained and directed to render a written opinion as to his recommendation concerning such appeal. Such written recommendation shall be binding on both the "Assured" and "Hudson".
- Fees of such retained attorney shall be borne equally by both parties for the services of rendering his recommendation only. The "Assured's" portion of such fee shall not apply towards the "retained limit".
- M. LITIGATION PROCEEDINGS:** No suit to recover under this policy shall be brought until ninety (90) days after the proof of loss shall have been furnished, nor at all unless commenced within twelve (12) months from the date upon which the "claim" is denied by "Hudson".
- N. SUBROGATION:** "Hudson" shall be subrogated to all rights which the "Assured" may have against any person or other entity in respect to any "claim" or payment made under this policy and the "Assured" shall do everything necessary to secure these rights and do nothing to impair them. The "Assured" shall execute any papers required by "Hudson" and shall cooperate with "Hudson" to secure "Hudson's" rights. In the event of any reimbursement obtained or recovery made by the "Assured" or "Hudson" on account of any liability, "loss" and/or "expense" covered by this policy, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied in the following order:

1. To the amount of "loss" and "expense" which exceeds the applicable limit of insurance of this policy;
2. To reduce "Hudson's" liability, "loss" and "expense" until "Hudson" is fully reimbursed; and