

LAW ENFORCEMENT LIABILITY COVERAGE PART**PLEASE READ THE ENTIRE POLICY CAREFULLY.**

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

Throughout this Policy, the words “you” and “your” refer to the “First Named Insured” shown in the Common Policy Declarations and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this insurance. The word “insured” means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES**1. Insuring Agreement**

- a. We will pay those sums the insured becomes legally obligated to pay as “damages” because of “bodily injury”, “property damage” or “personal injury” resulting from a “law enforcement wrongful act” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. We will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. We may, at our discretion, investigate and settle any “law enforcement wrongful act”, “claim” or “suit”. However:
 - (1) The amount we will pay for “damages” is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to investigate, defend, pay or settle end when we have used up the applicable limits of Insurance in the payment of judgments or settlements.

We will have no obligation or liability to pay sums or perform acts or services unless explicitly provided for under this insurance.
- b. This insurance applies to “damages” resulting from “law enforcement wrongful acts” that:
 - (1) Take place in the “coverage territory”;
 - (2) Arise out of or are caused while conducting your “law enforcement activities”;
 - (3) Occur during the “policy period”; and
 - (4) Prior to the “policy period”, no insured knew that the “bodily injury”, “property damage” or “personal injury” had occurred, in whole or in part. If any insured knew, prior to the “policy period”, that the “bodily injury”, “property damage” or “personal injury” occurred, then any continuation, change or resumption of such “bodily injury”, “property damage” or “personal injury” during or after the “policy period” will be deemed to have been known prior to the “policy period”.
- c. “Bodily injury”, “property damage” or “personal injury” resulting from a “law enforcement wrongful act”, which occurs during the “policy period” and was not, prior to the “policy period”, known to have occurred by any insured, includes any continuation, change or resumption of that “bodily injury”, “property damage” or “personal injury” after the end of the “policy period”.
- d. “Bodily injury”, “property damage” or “personal injury” will be deemed to have been known to have occurred at the earliest of the following time when we or the “First Named Insured” first:
 - (1) Receives written notice of “bodily injury”, “property damage” or “personal injury”;
 - (2) Receives written or verbal demand or “claim” or “suit” for “damages” because of the “bodily injury” “property damage” or “personal injury”;
 - (3) Receives written notice from an insured of a “law enforcement wrongful act” which resulted in such “claim” or “suit”; or
 - (4) Comes aware by any other means that “bodily injury”, “property damage” or “personal injury” has occurred or has begun to occur.
- e. “Damages” because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.
- f. All “claims” or “suits” resulting from a “law enforcement wrongful act” or a series of “related law enforcement wrongful acts” will be deemed to have been first made or brought against any insured at the time the first of those “claims” or “suits” is made or brought against any insured.
- g. All “related law enforcement wrongful acts” shall be considered a single “law enforcement wrongful act” and all “related law enforcement wrongful acts” will be deemed to have been committed at the time the first

“related law enforcement wrongful act” was committed. All “claims” or “suits” arising out of the same “law enforcement wrongful act” or “related law enforcement wrongful acts” by one or more insureds shall be considered a single “claim”. Such single “claim” will be deemed to have been made at the time:

- (1) Any such “claim” or “suit” arising out of such “law enforcement wrongful act” or “related law enforcement wrongful acts” was first made, regardless of the number of “claims” subsequently made; and
- (2) Notice of such “law enforcement wrongful act” or “related law enforcement wrongful acts” was first provided pursuant to paragraph H. of **COMMON POLICY CONDITIONS**.

2. Exclusions

his insurance does not apply to any “claim” or “suit”:

a. Aircraft , Auto, Or Watercraft

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

his exclusion applies even if the “claim” or “suit” against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “law enforcement wrongful act” which caused the “bodily injury”, “property damage”, or “personal injury” involved the ownership, maintenance, use or entrustment to others of any aircraft or “auto” owned, operated or hired by, or rented or loaned to, any insured.

b. Contractual Liability

For “bodily injury”, “property damage”, or “personal injury” arising out of liability for which any insured is obligated to pay “damages” by reason of the assumption of liability in an oral or written contract or agreement, except mutual law enforcement assistance agreements between political subdivisions. his exclusion does not apply to liability for “damages” that the insured would have in the absence of such oral or written contract or agreement.

c. Criminal, Dishonest, Fraudulent Or Malicious Acts

For “bodily injury”, “property damage”, or “personal injury” arising out of any actual or alleged criminal, fraudulent, malicious, dishonest, act, error or omission by an insured, or willful violation of any federal, state, or local statute, rule or regulation committed by or with the consent or knowledge of an insured. However, we shall provide an insured with reasonable and necessary “defense expenses” arising out of such “suit” until it has been admitted or determined in a legal proceeding that such act, error or omission or knowing violation was committed by that insured or with the knowledge or consent of such insured.

d. Damage To Property

“Property damage” to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you; or
- (4) Property in the care, custody or control of an insured.

Paragraph (4) of this exclusion does not apply to property on persons at the time of their arrest.

e. Declaratory And Injunctive Relief

For any part of any “claim” or “suit” for injunctive, declaratory or other equitable relief of any kind.

f. Employee Benefits

Arising out of any actual or alleged violation or failure to comply with the responsibilities, obligations, or duties imposed by any federal, state or local statutory or common law, including regulations promulgated under any such law that governs any employee benefit arrangement, program, plan policy or scheme of any type, including but not limited to, the Employee Retirement Income Security Act of 1974 and the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended whether operated by you or on your behalf for the benefit of any current, former or prospective employee.

g. Employer's Liability

For “bodily injury” to:

- (1) An employee of an insured arising out of and in the course of:
 - (a) Employment by an insured; or
 - (b) Performing duties related to the conduct of an insured's business; or
- (2) An auxiliary law enforcement officer or volunteer law enforcement officer serving under the direction and control of an insured; or

(3) the spouse, civil union partner, child, parent, brother or sister of that employee or auxiliary law enforcement officer or volunteer law enforcement officer as a consequence of "bodily injury" described in paragraph (1) above.

his exclusion applies:

(4) Whether an insured may be liable as an employer or in any other capacity; or

(5) Whether an insured may have any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

h. Employment Practices

(1) Arising out of any insured's actual or alleged:

(a) Refusal to employ any person;

(b) Termination of any person's employment; or

(c) Other employment practices including but not limited to wrongful demotion, failure to promote, negative evaluation, reassignment, discipline, termination of employment, denial of training, deprivation of career opportunity or breach of employment contract, negligent hiring or supervision which results in any employment practice, retaliatory action, coercion, harassment, "sexual harassment", libel, slander, invasion of privacy, defamation, humiliation, or verbal, physical, mental or emotional abuse arising from discrimination or malicious prosecution directed at that person; or

(2) Asserted by the spouse, civil union partner, child, parent, or sibling, of any person as a consequence of "damages" to that person at whom any of the employment practices described in paragraph (1) above is directed.

his exclusion applies:

(3) Whether the employment practice described in paragraph (1) above occurs before employment, during employment, or after employment of that person;

(4) Whether the insured may be held liable as an employer or in any other capacity; and

(5) Whether the insured may have any obligation to share "damages" with or repay someone else who must pay "damages" because of the "claim" or "suit".

i. Failure To Maintain Insurance

Arising out of the failure to maintain insurance of any kind, including failure to maintain adequate limits, coverage forms or provisions of insurance; including surety bonds, self-insurance method or program, or any similar risk transfer or risk management method.

j. Insured Versus Insured

brought by or on behalf of any current or former insured against any current or former insured.

k. Non-Sanctioned Law Enforcement Activities

Arising out of any act, service or duty for anyone other than you. This exclusion does not apply if the act, service or duty is the result of an oral or written mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any activities approved by you.

l. Pollution

(1) For "bodily injury", "property damage" or "personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time:

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

(i) "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iii) "bodily injury" or "property damage" arising out of the use of mace, pepper spray or tear gas;

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

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing "law enforcement activities" or operations if the "pollutants" are brought on, in or to the premises, site or location in connection with such activities or operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other

operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.

This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on, in or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "odily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with "law enforcement activities" or operations being performed by you or on your behalf by a contractor or subcontractor;
- (iii) "odily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire; or
- (iv) "odily injury" or "property damage" arising out of the use of mace, pepper spray or tear gas; or
- (e) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing "law enforcement activities" or operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (f) "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". However, this paragraph does not apply to the use of mace, pepper spray or tear gas; or
- (g) Any loss, cost or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (ii) "Claim" or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

m. Professional Health Care Services

For "bodily injury", "property damage" or "personal injury" arising out of the providing of or failure to provide "professional health care services". This exclusion does not apply to "bodily injury", "property damage" or "personal injury" arising out of your "law enforcement activities" from:

- (1) Providing or failing to provide first aid by any insured;
- (2) Handling or treatment of corpses by an insured who is not a coroner, medical examiner or pathologist; or
- (3) Furnishing or dispensing of drugs, supplies, equipment or appliances used for medical or dental purposes, by an insured who is not a medical doctor or dentist.

For the purposes of this exclusion, "professional health care services" means services for the treatment or care of persons, including but not limited to medical, dental, psychiatric or other professional care or services provided by those who are properly licensed or certified medical professionals.

n. War

Arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

o. Workers' Compensation And Similar Laws

Arising out of any obligation of an insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS

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

- 1. All expenses we incur.
- 2. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limits of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limits of Insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limits of Insurance, we will not pay any interest that accrues on that portion of the judgment.
4. All reasonable and necessary "defense expenses" incurred at our request by an insured, to assist us in the investigation or defense of the "claim" or "suit". This includes actual loss of earnings up to \$500 per day because of time off from work when that insured attends a hearing, deposition or trial at our request in the course of defending an otherwise covered "claim" or "suit". "Defense expenses" does not include salaries of your officers or employees.
5. All court costs taxed against the insured in the "suit". However, these court costs do not include attorneys' fees or attorneys' expenses taxed against the insured. Such attorneys' fees or expenses, if awarded or paid in a settlement for a covered "claim" will be subject to **SECTION III – LIMITS OF INSURANCE**.
6. The costs of any required appeal bond, but only for bond amounts for that portion of any judgment that is for "damages" that we are obligated to pay and which are within the applicable limits of Insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds nor will we be a principal under these bonds.

These payments will not reduce the limits of Insurance.

Our duty to make such payments ends when we have used up the applicable limits of Insurance in the payment of judgments or settlements.

SECTION II – WHO IS AN INSURED

If you are designated in the Common Policy Declarations, you are an insured while conducting "law enforcement activities". The following are also insureds:

1. Your current or previously elected, employed or appointed officials, but only while conducting "law enforcement activities" for you;
2. Your employees but only for "law enforcement activities" within the course and scope of their employment by or for you and under your direction and control;
3. Any auxiliary and authorized volunteer law enforcement officers who serve under your direction and control, but only while conducting "law enforcement activities" for you; and
4. The estates, heirs, executors, trustees, administrators and legal representatives of any insured in the event of the insured's death, incapacity, insolvency or bankruptcy, but only to the extent that the insured would otherwise be provided coverage under this Policy.

SECTION III – LIMITS OF INSURANCE

1. The limits of Insurance shown in the Supplemental Declarations of this Coverage Part and the rules shown below fix the most we will pay for the sum of all "damages" resulting from any one "law enforcement wrongful act" or "related law enforcement wrongful acts" regardless of the number of:
 - a. Covered insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".

The limits of Insurance will not be reduced by the payment of any applicable deductible amount or self-insured retention amount shown in the Supplemental Declarations and applicable to this Coverage Part.

2. The Aggregate limit is the most we will pay for the sum of all "damages" for the combined total of all "claims" or "suits".
3. Subject to paragraph 2. above, regardless of the number of "claims", the Each Law Enforcement Wrongful Act limit as shown in the Supplemental Declarations is the most we will pay for the sum of all "damages" for all "claims" or "suits" arising out of the same "law enforcement wrongful act" or "related law enforcement wrongful acts".
4. All "claims" or "suits" arising out of the same "law enforcement wrongful act" or "related law enforcement wrongful acts" of one or more insureds will be considered to be based on a single "law enforcement wrongful act" and only one Law Enforcement Wrongful Act limit of Insurance as shown in the Supplemental Declarations will apply.

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

SECTION IV – CONDITIONS - Refer to **COMMON POLICY CONDITIONS** which are incorporated by reference.

SECTION V – DEFINITIONS

1. “Application” means all signed applications for this Policy, including any attachments, addenda and other materials submitted in conjunction with the signed application.
2. “Auto” means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment;
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity; or
 - c. Any other land vehicle not described in paragraphs a. or b. above that is designated as a covered “auto” under your automobile liability insurance.
3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” also includes mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person.
4. “Claim” means:
 - a. A written demand for “damages”; or
 - b. A formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document against any insured arising out of a “law enforcement wrongful act”, including any associated appeal.
5. “Coverage territory” means:
 - a. The United States of America (including its territories or possessions), Puerto Rico and Canada; or
 - b. All parts of the world if the insured’s responsibility to pay “damages” is determined in a “suit” on the merits brought in the territory described in paragraph a. above or in a settlement we agree to.
6. “Damages” means monetary amounts the insured is legally obligated to pay as judgments, arbitration awards, or settlements, provided any settlements are negotiated with our knowledge and approval.
“Damages” does not include:
 - a. Any amount awarded as a multiple portion of any multiplied damage award;
 - b. Liquidated damages pursuant to any federal, state or local statutes, rules or regulations;
 - c. Judgments or awards because of acts deemed uninsurable by law;
 - d. Civil, criminal, administrative or other fines or penalties;
 - e. Taxes, fines, penalties, costs or expenses imposed by law or arising out of any complaint or enforcement action of any federal, state or local governmental or regulatory agency; or
7. “Defense expenses” means the reasonable and necessary fees, costs or expenses which can be directly allocated to a particular “claim” or “suit” including:
 - a. Fees of counsel who are not employed by any insured; or
 - b. Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
 - (1) Expert testimony;
 - (2) Witnesses and summonses;
 - (3) Copies of documents such as birth and death certificates and medical treatment records;
 - (4) Arbitration fees;
 - (5) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a “claim” or “suit”; and
 - (6) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a “claim” or “suit”.
“Defense expenses” does not include:
 - (7) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in paragraphs a. and b. above incurred while handling a “claim” or “suit”; or
 - (8) Fees paid to independent claims professionals hired to perform the function of “claim” investigation normally performed by claim adjusters, for developing and investigating a “claim” so that a determination can be made of the cause or extent of, or responsibility for, the loss, including evaluation and settlement of covered “claims”.
8. “First Named Insured” means an entity or person listed first on the Common Declarations page as a Named Insured.
9. “Law enforcement activities” means:

- a. Any official activity or operation of your law enforcement agency, or other public safety organization, that enforces the law and includes any off-duty activity officially sanctioned by you and conducted in the course of law enforcement operations;
 - b. Departmentally approved activities; and
 - c. Includes:
 - (1) Ownership, maintenance or use of any premises in order to conduct "law enforcement activities" or operations;
 - (2) Providing first aid at the time of an accident, crime or medical emergency; or
 - (3) Any criminal prosecution activity by judicial officers, prosecuting attorneys, and staff other than public defenders or criminal defense attorneys.
10. "Law enforcement wrongful act" means any actual or alleged act, error, omission, neglect or breach of duty, committed by an insured while conducting "law enforcement activities".
11. "Loading or Unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.
- "Loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Personal injury" means:
- a. Assault or battery;
 - b. False arrest, wrongful detention, wrongful imprisonment;
 - c. Malicious prosecution;
 - d. Discrimination, unless uninsurable by law;
 - e. Humiliation;
 - f. False or improper service of process;
 - g. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises;
 - h. Oral or written publication of material that defames, slanders or libels a person or organization;
 - i. Oral or written publication of material that violates a person's right of privacy;
 - j. Violation of civil rights protected under any federal, state or local law; and
 - k. Violation of property rights.
- However "personal injury" does not include the oral or written publication of material in the course of or related to advertising, broadcasting, telecasting, or videotaping activities conducted by or on behalf of any insured.
13. "Policy period" means the period of time from the inception date of this Policy shown in the Common Policy Declarations to the expiration date shown in the Common Policy Declarations, or its earlier cancellation or termination date.
14. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
16. "Related law enforcement wrongful act" means all "law enforcement wrongful acts" which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, result, injury or decision.
17. "Suit" means a civil proceeding in which "damages" are claimed because of a "law enforcement wrongful act" to which this insurance applies and also includes:
- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our written consent; or
 - b. Any other proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our written consent.

COMMON POLICY CONDITIONS

In consideration of the premium paid, in reliance upon the statements in the “application” and subject to the Common Declarations and Supplemental Declarations, limitations, conditions, definitions and other provisions of this Policy, including endorsements hereto, we and the insureds agree as follows:

COMMON TERMS AND CONDITIONS

The COMMON POLICY CONDITIONS of this Policy shall apply to all Coverage Parts. Unless stated to the contrary in any Coverage Part, the terms and conditions of each Coverage Part of this Policy shall apply only to that Coverage Part and shall not apply to any other Coverage Part of this Policy. If any provision in this COMMON POLICY CONDITIONS is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part. Any defined term referenced in this Common Policy Conditions and also defined in a Coverage Part shall, for purposes of coverage under that Coverage Part, have the meaning set forth in that Coverage Part, unless otherwise stated.

In the event there is an inconsistency between a state amendatory endorsement attached to this Policy and any term or condition of this Policy, if permitted by law and the public policy of the state of domicile of the Named Insured, we shall apply those terms and conditions which are more favorable to the Insured.

A. Assignment

No change in, modification of, or assignment of interest under this Policy will be effective without our written consent.

B. Bankruptcy

Bankruptcy or insolvency of the insured will not relieve us of our obligations under this Policy.

C. Calculation of Premium

The premium shown in the Common Policy Declarations was computed based on rates in effect at the time the Policy was issued. On each renewal, continuation or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.

D. Cancellation

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

E. Changes

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

F. Conflicting Statutes

Terms of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are hereby amended to conform to such statutes.

G. Consent to Settle

If we recommend a settlement amount to the "First Named Insured", on behalf of all insureds, for any "claim" or "suit", to which the "First Named Insured" does not consent, the amount we will pay as "damages" or "defense expenses" in the event of any later settlement or judgment is limited to:

1. The amount we would have contributed to the settlement if the "First Named Insured" had consented to the settlement, and "defense expenses" incurred up to the date of such refusal; and
2. Seventy percent (70%) of the amount of the settlement or judgment above that amount; and
3. Seventy percent (70%) of all "defense expenses" incurred after the date of your refusal to consent to a settlement offer; and

is subject to the Limits of Insurance and any applicable Deductible or Self-Insured Retention as shown in the Supplemental Declarations. You will be responsible for the remaining percentage of the settlement or judgment amount.

H. Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim

1. The "First Named Insured" shown in the Common Policy Declarations agrees to act on behalf of all insureds for all matters related to cancellation, notice of any actual or potential, wrongful act as defined in the applicable coverage part, "claim" or "suit", payment or return of any premium, or consent to a "claim" or "suit" settlement that we recommend.
2. Each insured by accepting this insurance, agrees to:
 - a. Have the "First Named Insured" act for them in such matters; and
 - b. Promptly notify the "First Named Insured", in writing, of any incident or wrongful act as defined in the applicable coverage part, which may result in a "claim" or "suit", or of any "claim" or "suit" brought against them.
3. The "First Named Insured" and any insured must see to it that we are notified in writing as soon as practicable of a wrongful act as defined in the applicable coverage part, which may result in a "claim" or "suit". To the extent possible, notice should include:
 - a. How, when and where the wrongful act as defined in the applicable coverage part, was committed;
 - b. The names and addresses of any injured persons and witnesses;
 - c. The nature and location of any injury or "damages" arising out of or caused by the wrongful act as defined in the applicable coverage part; and
 - d. The manner in which each insured first became aware of the circumstances involved.
 - e. Notice of a wrongful act as defined in the applicable coverage part, is not notice of a "claim".
4. If a "claim" or "suit" is made or brought against any insured, such insured and the "First Named Insured" must:
 - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Notify us in writing as soon as practicable.
5. The "First Named Insured" and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.
6. No insured will, except at that insured's own cost, admit liability, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

I. Examination Of Your Books And Records

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

J. Governmental Immunity

You may be entitled to governmental immunity if the insured is designated in the Common Policy Declarations as a public or governmental entity. This Policy does not establish a waiver of any governmental immunity to which you may be entitled.

K. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

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

L. Legal Action Against Us

No person or organization has a right under this Policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

M. Other Insurance

1. If other valid and collectible insurance is available to any insured for a "claim" or "suit" we cover under this Coverage Part, our obligations are limited as described in Paragraphs 2. and 3. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;
- d. Any self-insurance method or program; or
- e. Any similar risk transfer or risk management method or program other than those funded by you.

2. Primary Insurance

This insurance is primary except when Paragraph 3. below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph 4. below.

3. Excess Insurance

a. This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent or on any other basis, that is available for "damages" caused by or arising out of a wrongful act as defined in the applicable coverage part.

(2) This insurance is excess over any other insurance that is available during any applicable Extended Reporting Period, whether on a primary, excess, contingent or other basis.

b. When this insurance is excess, we will have no duty to defend the insured against any "claim" or "suit" if any provider of other insurance has a duty to defend the insured against that "claim" or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured retention amounts under all such other insurance.

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

4. Method Of Sharing

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

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

N. Premium Audit

If any Declarations states that this Policy is subject to audit:

1. The premium shown in the Supplemental Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "First Named Insured".
2. The due date for audit premiums is the date shown as the due date on the bill.
3. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "First Named Insured".
4. The "First Named Insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

O. Premiums

The "First Named Insured" shown in the Common Policy Declarations:

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

P. Representations

By accepting this Policy, of which the "application" is incorporated by reference, you agree that:

1. The statements in the Common Policy Declarations, Supplemental Declarations and "application" are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this Policy in reliance upon your representations; and
4. Such representations are incorporated into and constitute part of this Coverage Part.

Q. Separation Of Insureds

Except with respect to the Limits of Insurance, the Self-Insured Retention or Deductible if applicable, and any rights or duties specifically assigned in this Policy to the "First Named Insured", this insurance applies:

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

R. Subrogation

With respect to any payments made under this Policy on behalf of any insured, we shall be subrogated to the insured's rights of recovery to the extent of those payments. The insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in the insured's name.

S. Transfer Of Your Rights And Duties Under This Policy

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

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

T. Two Or More Coverage Parts, Endorsements Or Policies Issued By Us

It is our stated intent that the various coverage parts, endorsements or policies issued to you by us, or any company affiliated with us,

1. Do not provide any overlap or duplication of coverage for the same "claim" or "suit" and
2. The maximum limit shall not exceed the highest applicable Limit of Insurance when there are two or more coverage parts, endorsements or policies issued by us.

This condition does not apply to any Excess or Umbrella policy issued by us.

U. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the "First Named Insured" shown in the Common Policy Declarations written notice of the nonrenewal at least 30 days before the end of the policy period, or earlier if required by the state law or regulation controlling the application of this Policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAW ENFORCEMENT LIABILITY
DEDUCTIBLE ENDORSEMENT
LIMITS OF INSURANCE APPLY EXCESS OF DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART (OCCURRENCE)
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

Our obligation under paragraph 1. of **SECTION I – COVERAGES** to pay “damages” on your behalf applies only to the amount of “damages” and “defense expenses” in excess of any deductible amount shown in the Supplemental Declarations as applicable to such coverages.

- a. The Each Law Enforcement Wrongful Act Deductible as shown in the Supplemental Declarations and the rules below fix the amount that any insured will be responsible for paying as a result of “damages” and “defense expenses” incurred by, or on behalf of, you or any insured, regardless of the number of:
 - (1) Covered Insureds;
 - (2) “Claims” made, or “suits” brought; or
 - (3) Persons or organizations making “claims” or bringing “suits”.The Each Law Enforcement Wrongful Act Deductible as shown in the Supplemental Declarations does not apply to payments we make under Supplementary Payments, other than “defense expenses”.
- b. The Each Law Enforcement Wrongful Act Deductible as shown in the Supplemental Declarations applies to all “damages” and “defense expenses” for all “claims” or “suits” for loss caused by the same “law enforcement wrongful act” or “related law enforcement wrongful acts”.
- c. The Limits of Insurance will not be reduced by the amount of any “damages” or “defense expenses” within the deductible amount.
- d. The terms of this policy, including those with respect to:
 - (1) Our right and duty with respect to the defense of “claims” or “suits”; and
 - (2) Your duties in the event of a “law enforcement wrongful act”, “claim” or “suit”apply irrespective of the application of the deductible amount.
- e. If we settle a “claim” or “suit” for “damages” or pay a judgement for “damages” awarded in a “suit” which is subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for the deductible amount that we have paid, but no later than thirty (30) days after you receive written notice from us.
- f. If we pay “defense expenses” that are subject to a deductible, you will promptly reimburse us for the deductible amount that we have paid, but no later than thirty (30) days after you receive written notice from us.
- g. If you do not reimburse us for a deductible amount that applies to “damages” or “defense expenses”, and we are awarded the deductible amount we sought, or any part of that amount, in any proceeding against you, you agree to pay us the amount of the award and the following:
 - (1) “Our deductible recovery expenses”; and
 - (2) Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

For the purposes of this endorsement, “our deductible recovery expenses” means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding or arbitration proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, “our deductible recovery expenses” will be determined on a pro-rata basis based on the deductible amount awarded to the full amount of the deductible payment we sought.

All other terms and conditions of the policy remain unchanged.