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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

(1) The amounts we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A.

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

b. This insurance applies to “bodily injury” and “property damage” only if:

(1) The “bodily injury” or “property damage” is caused by an “occurrence” and arises out of the performance of the insured’s law enforcement activities and all operations necessary and incidental thereto. The “occurrence” must take place in the “coverage territory”.

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

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

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

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

(1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or

(3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

2. Exclusions

This insurance does not apply to:

a. Aircraft, “Auto” And Watercraft

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

b. This insurance does not apply to any:

1. "Aircraft", "Auto" And Watercraft

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

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft you do not own that is:
   a. Less than 26 feet long; and
   b. Not being used to carry persons or property for a charge;
3. Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
4. "Bodily injury" or "property damage" arising out of:
   a. The operation of machinery or equipment that is attached to, or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
   b. The operation of any of the machinery or equipment listed in Paragraphs 6.f.(2) or 6.f.(3) Section V – Definitions.

b. Asbestos
"Bodily injury" or "property damage" arising out of the installation, existence, removal or disposal of asbestos or any substance containing asbestos fibers.

c. Care, Custody Or Control
"Property damage" to:
1. Property you own, rent, or occupy;
2. Property loaned to you;
3. Personal property in your care, custody or control, except property of persons in custody by virtue of arrest or detention;

d. Communicable Diseases
"Bodily injury" arising out of any communicable disease.

e. Contractual Liability
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement or arising out of the performance of any law enforcement activity for anyone other than the Named Insured.

This exclusion does not apply to liability for damages:
1. Assumed in a mutual law enforcement assistance agreement or mutual law enforcement assistance contract between political subdivisions nor does it apply to any departmentally approved activities.
2. That the insured would have in the absence of the agreement or contract.

f. Criminal Acts
"Bodily injury" or "property damage" arising out of a criminal act committed by or at the direction of the insured.

g. Electromagnetic Fields
"Bodily injury" or "property damage" arising out of:
1. Any cost or expense arising out of, resulting from caused or contributed to by electromagnetic fields, provided that such injury or damage results from or is contributed by the hazardous properties or electromagnetic fields;
2. The costs of abatement or mitigation of:
   a. Electromagnetic fields; or
   b. Exposure to electromagnetic fields;
3. Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with parts (1) and (2) above;
4. Any obligation to share damages with or repay someone else who must pay damages in connection with parts (1), (2) or (3) above.

h. Employer's Liability
"Bodily injury" to:
1. An employee of the insured arising out of and in the course of employment by the insured;
2. An auxiliary or volunteer law enforcement officer while acting within their scope of duties for the insured;
3. The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of paragraph (1) or (2) above.

This exclusion applies:
1. Whether the insured may be liable as an employer in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
i. **Employment Related Practices**

“Bodily injury” arising out of any:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, retaliation, discrimination or other employment-related practices, acts or omissions; or
4. Consequential “bodily injury” as a result of paragraphs (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

j. **Federal, State Or Local Laws**

“Bodily injury” or “property damage” arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any insured.

k. **Fellow Employee**

“Bodily injury” or “property damage” arising out of acts of another officer or employee unless said officer or employee is also insured for acts in a policy of insurance issued by this Company.

l. **Fraud Or Dishonesty**

“Bodily injury” or “property damage” arising out of acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud.

m. **Lead**

“Bodily injury” or “property damage” arising out of actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead.

n. **Liquor Liability**

“Bodily injury” or “property damage” for which any insured may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

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

(o) **Mobile Equipment**

“Bodily injury” or “property damage” arising out of:

1. The transportation of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any insured; or
2. The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

p. **Non-Monetary, Injunctive Or Declaratory Relief**

“Bodily injury” or “property damage” arising out of acts seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief. However, we will afford a defense to the insured for such claims or “suits”, if not otherwise excluded, where compensatory damages are requested.

q. **Personal And Advertising Injury**

“Bodily injury” arising out of "personal and advertising injury".

r. **Pollution**

1. “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
   - At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
     i. “Bodily injury” if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat water for personal use, by the building’s occupants or their guests;
     ii. “Bodily injury” or “property damage” for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
     iii. “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a hostile fire;
(b) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment”: or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) “Bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a hostile fire.

(c) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of, pollutants.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

However, this paragraph does not apply to liability for damages because of “property damage” that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or “suit” by or on behalf of a governmental authority.

s. “Professional Services”

“Bodily injury” or “property damage arising out of rendering or failure to render “professional services” (even if unpaid) which may be rendered by:

(1) You;
(2) One of your employees; or
(3) Anyone else for whom you are responsible.

t. Punitive Or Exemplary Damages

Any claim or “suit” seeking punitive or exemplary damages brought against the insured and falling within the coverage provided by this policy. However, we will afford a defense to such action, but we will not be liable for any cost, interest, or damages attributed to punitive or exemplary damages.

u. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

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

(1) The telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
v. War
“Bodily injury” or “property damage” however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any governmental 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.

w. Workers Compensation And Similar Laws
Any obligation of the insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY
1. Insuring Agreement
a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or “suit” that may result. But:
(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage B.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
b. This insurance applies to “personal and advertising injury” only if:
(1) Committed in the “coverage territory” during the policy period; and
(2) Arising out of the conduct of your law enforcement activities and all operations necessary and incidental thereto.

2. Exclusions
This insurance does not apply to:

a. Asbestos
“Personal and advertising injury” arising out of the installation, existence, removal or disposal of asbestos or any substance containing asbestos fibers.

b. Breach Of Contract
“Personal and advertising injury” arising out of a breach of contract, except an implied contract to use another's advertising idea in your “advertisement”.

c. Communicable Diseases
“Personal and advertising injury” arising out of any communicable disease.

d. Contractual Liability
“Personal and advertising injury” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement or arising out of the performance of any law enforcement activity for anyone other than the Named Insured. This exclusion does not apply to liability for damages:
(1) Assumed in a mutual law enforcement assistance agreement or mutual law enforcement assistance contract between political subdivisions nor does it apply to any departmentally approved activities.
(2) That the insured would have in the absence of the agreement or contract

e. Criminal Acts
“Personal and advertising injury” arising out of a criminal act committed by or at the direction of the insured.

f. Electromagnetic Fields
“Personal and advertising injury” arising out of:
(1) Any cost or expense arising out of, resulting from caused or contributed to by electromagnetic fields, provided that such injury or damage results from or is contributed by the hazardous properties of electromagnetic fields;
(2) The costs of abatement or mitigation of:
(a) Electromagnetic fields; or
(b) Exposure to electromagnetic fields;
(3) Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with paragraphs (1) and (2) above; or
(4) Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs (1), (2) or (3) above.

g. **Electronic Chatrooms Or Bulletin Boards**
   “Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

h. **Employment Related Practices**
   “Personal and advertising injury” arising out of any:
   (1) Refusal to employ;
   (2) Termination of employment; or
   (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, retaliation, discrimination or other employment – related practices, acts or omissions.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

i. **Federal, State Or Local Laws**
   “Personal and advertising injury” arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any insured.

j. **Fraud Or Dishonesty**
   “Personal and advertising injury” arising out of acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud.

k. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**
   “Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

l. **Insureds In Media And Internet Type Businesses**
   “Personal and advertising injury” committed by an insured whose business is:
   (1) Advertising, broadcasting, publishing or telecasting;
   (2) Designing or determining content of websites for others; or
   (3) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 8.a., b. and c. of “personal and advertising injury” under the Section V – Definitions.

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

m. **Knowing Violation Of Rights Of Another**
   “Personal and advertising injury” caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”.

n. **Lead**
   “Personal and advertising injury” arising out of actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead.

o. **Liquor Liability**
   “Personal and advertising injury” for which any insured may be held liable by reason of:
   (1) Causing or contributing to the intoxication of any person;
   (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
   (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

p. **Material Published With Knowledge Of Falsity**
   “Personal and advertising injury” arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

q. **Material Published Prior To Policy Period**
   “Personal and advertising injury” arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
r. Non – Monetary, Injunctive Or Declaratory Relief

“Personal and advertising injury” arising out of acts seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief. However, we will afford a defense to the insured for such claims or “suits”, if not otherwise excluded, where compensatory damages are requested.

s. Pollution

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

t. Pollution – Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

u. “Professional Services”

“Personal and advertising injury” arising out of rendering or failure to render “professional services” (even if unpaid) which may be rendered by:

(1) You;

(2) One of your employees; or

(3) Anyone else for whom you are responsible.

v. Punitive Or Exemplary Damages

Any claim or “suit” seeking punitive or exemplary damages brought against the insured and falling within the coverage provided by this policy. However, we will afford a defense to such action, but we will not be liable for any cost, interest, or damages attributed to punitive or exemplary damages.

w. Quality Or Performance Of Goods – Failure To Conform To Statements

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

x. Unauthorized Use Of Another’s Name Or Product

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

y. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

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

(1) The telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

z. War

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

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any governmental 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.

aa. Wrong Description Of Prices

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the “coverage territory” and during the policy period;
2. Exclusions
We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except volunteer workers.

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

c. Injury On Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws
To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

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

f. Products – Completed Operations Hazard
Included within the products – completed operations hazard.

g. Coverage A Exclusions
Excluded under Coverage A.

h. Law Enforcement Activities
To a person injured during;
(1) An attempted arrest;
(2) While being detained; or
(3) While held under arrest or imprisoned.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B
1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an insured contract;

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same insured contract;

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:
(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
SECTION II – WHO IS AN INSURED

1. Each of the following is an insured:
   a. The insured named in the Declarations.
   b. Your employees, but only for acts within the scope of their employment by you.
   c. Volunteers or auxiliary while performing law enforcement activities for you at your request. However, none of these employees, volunteers or auxiliary is an insured for:
      (1) “Bodily injury” or “personal and advertising injury” to you or to a co-employee while in the course of his or her employment; or
      (2) “Bodily injury” or “personal and advertising injury” arising out of his or her providing or failing to provide professional health care services; or
      (3) “Property damage” to property owned or occupied by or rented or loaned to that employee, or any of your other employees.
   d. Any elective or appointive officer or a member of any board or commissioner or agency of yours while acting within the scope of their duties as such.

2. The political subdivision in which you are located is an insured, but only with respect to liability of the political subdivision for which an insured, as defined in paragraphs 1.a., b., c., or d. above, is also liable.

SECTION III – LIMITS OF INSURANCE

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or “suits” brought; or
   c. Persons or organizations making claims or bringing “suits”.

2. The Annual Aggregate Limit is the most we will pay for the sum of damages under Coverages A and B.

3. Subject to paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverages A and B because of all “bodily injury”, “property damage” and “personal and advertising injury” arising out of any one “occurrence”.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

SECTION IV – LAW ENFORCEMENT LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured’s successor will not relieve us of our obligations under this Coverage Part.

2. Duties in the event of “Occurrence”, Claim Or “Suit”

   a. You must see to it that we are notified promptly of an “occurrence” or offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the “occurrence” or offense took place; and
      (2) The names and addresses of any injured persons and witnesses;
      (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

Notice of an “occurrence” is not notice of a claim.

   b. If a claim is received by any insured you must:
      (1) Immediately record the specifics of the claim and the date received; and
      (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”.
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”, and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us
No person or organization has the right under this Coverage Part:

a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant’s legal representative.

4. Other Insurance

a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" 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 amounts under all other insurance.

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

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Separation Of Insureds

Except with respect to Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

(a) As if each Named Insured were the only Named Insured; and

(b) Separately to each insured against whom a claim is made or “suit” is brought.

6. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring “suit” or transfer those rights to us and help us enforce them.

7. Deductible

a. Our obligation under Section I. coverages A and B to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible stated in the Declarations.

b. The deductible amount stated in the Declarations, if any, applies to all damages and defense expenses due to "bodily injury", "property damage" and "personal and advertising injury" sustained by one person or organization as the result of any one "occurrence".

c. The deductible amount stated in the Declarations applies to each "occurrence" and includes loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.

d. The terms of this insurance, including those with respect to (1) our right and duty to defend any "suits" seeking damages, and (2) your duties in the event of an "occurrence", claim or "suit" apply irrespective of the application of the deductible amount.
e. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

8. When We Do Not Renew
If we decide not to renew this coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

9. Representations
By accepting this policy, you agree:

a. The statements in the application are accurate and complete;
b. Those statements are based upon representations you made to us; and
c. We have issued this policy in reliance upon your representations.

10. State Law
If this policy conflicts with your state or local laws, it is changed to conform with the laws.

SECTION V – DEFINITIONS

1. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an “advertisement”.

2. “Auto” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; but “auto” does not include “mobile equipment”.

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. “Coverage territory” means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in paragraph a. above; or

All parts of the world if:

(1) the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your law enforcement activities; and

(2) the insured’s responsibility to pay damages is determined in a “suit” on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

5. “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”; or
b. While it is in or on an aircraft, watercraft or “auto”; or

(2) the insured’s responsibility to pay damages is determined in a “suit” on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

6. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment.

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an “auto” and not “mobile equipment” if the only reason for considering it “mobile equipment” is that it is maintained for use exclusively on streets or highways owned by you.

c. Vehicles that travel on crawler treads;
d. Vehicles, whether self-propelled or not, maintained primarily for purposes other than the transportation of persons or cargo of:

(1) Power cranes, shovels, loaders, diggers or drills; or
(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in paragraphs a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
(2) Cherry pickers and similar devices used to raise or lower workers;
f. Vehicles not described in paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”.

(1) Equipment designed primarily for:
   (a) Snow Removal;
   (b) Road maintenance, but not construction or resurfacing;
   (c) Street cleaning;
(2) Cherry Pickers and similar devices mounted on automobile truck chassis and used to raise or lower workers; and
(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

7. “Occurrence” means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in “bodily injury”, “personal and advertising injury”, or “property damage” sustained by any person or organization and arising out of the insured’s law enforcement duties.

All claims arising out of (a) riot or insurrection, (b) a civil disturbance resulting in an official proclamation of a state of emergency, (c) a temporary curfew, or (d) martial law is agreed to constitute one “occurrence”.

8. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies, or invasion of the right of public occupancy;
   d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
   e. Oral or written publication in any manner of material that violates a person’s right of privacy;
   f. Assault and battery;
   g. Erroneous service of process;
   h. Violation of property rights;
   i. Discrimination, unless insurance thereof is prohibited by law;
   j. Humiliation or mental anguish;
   k. Violation of civil rights protected under 42 USC 1981 et seq. or State Law;
   l. The use of another’s advertising idea in your advertisement; or
   m. Infringing upon another’s copyright, trade dress or slogan in your advertisement. Provided that no offense shall be deemed to be or result in “personal and advertising injury” unless committed in the regular course of duty by the insured.

9. “Professional services” means anyone employed or serving in any of the following professions while performing their duties as such:
   a. The practice of medicine, such as (but not limited to) physician, surgeon, osteopath, chiropractor, anesthesiologist, dentist, psychiatrist, psychologist, nurse, or pharmacist.

10. “Property damage” means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment

11. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage”, or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.