##### LAW ENFORCEMENT LIABILITY COVERAGE PART

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

Throughout this Coverage Part the words **you** and **your** refer to the Entity shown first as Named Insured in the Declarations, or if multiple entities are named, the first of such entities. 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**
   1. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as “damages” because of:
2. a "wrongful act" committed by the insured during the course and scope of “law enforcement activities” and to which this insurance applies. The “wrongful act” must have commenced to occur during the policy period; or
3. “bodily injury” or “property damage” arising out of an “occurrence” related to your ownership, maintenance or use of a premises used for “law enforcement activities” and to which this insurance applies. The “bodily injury” or “property damage” must have commenced to occur during the policy period.

**2.** We will have the right and duty to defend the insured against any claim or “suit” seeking “damages”. However, we will have no duty to defend the insured against any claim or “suit” seeking “damages” for a “wrongful act”, “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” or “occurrence” and settle any claim or “suit” that may result. However:

**a**. The amount we will pay for "damages" is limited as described in **Section III - Limits Of Insurance And Deductible**; and

**b**. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **C. Supplementary Payments**.

We have the right, but not the duty, to appeal any judgment, award or ruling entered against the insured, at our expense.

**3**. This insurance applies to a “wrongful act”, “bodily injury” or “property damage” only if prior to the effective date of this Coverage Part, neither you nor any “designee” had knowledge of any actual or alleged “wrongful act”, “bodily injury” or “property damage” or circumstance that reasonably could give rise to a claim under thisCoverage Part. If you or such “designee” knew, prior to the effective date of this Coverage Part, of any “wrongful act”, “bodily injury” or “property damage” or circumstance that reasonably could give rise to a claim under this Coverage Part, then any continuation, change or resumption of such “wrongful act”, “bodily injury” or “property damage” or circumstance during or after this policy period will be deemed to have been known prior to this policy period.

**4**. A “wrongful act”, “bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when you or any of your “designees”:

**a**. Reports all, or any part, of the “wrongful act”, “bodily injury” or “property damage” to us or any other insurer;

**b**. Receives a written or verbal demand or claim for “damages” because of the “wrongful act”, “bodily injury” or “property damage”; or

**c**. Becomes aware by any other means that a “wrongful act”, “bodily injury” or “property damage” has occurred or has begun to occur.

#### 5. “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”.

#### B. Exclusions

This insurance does not apply to:

1. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.
2. Any claim or “suit” arising out of the ownership, maintenance, operation, use, loading, unloading or entrustment to others of:
   1. Any “auto” or aircraft.
   2. Any owned watercraft in excess of 25 feet in length or having more than 100 horsepower, or any non-owned watercraft or any jet ski.

This exclusion applies even if 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”, “property damage” or “wrongful act” involved the ownership, maintenance, operation, use, loading, unloading 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 also applies to any claim against any insured arising out of acts, omissions, policies or procedures related to any “auto” or aircraft used in the apprehension of violators or suspected violators. This includes the training, supervision and recruitment of personnel executing or directing such operations.

1. Any claim or “suit”, or any portion of any claim or “suit”, alleging “personal and advertising injury”.

However, this exclusion does not apply to:

* 1. False arrest, detention or imprisonment;
  2. Malicious prosecution; or
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or behalf of its owner, landlord or lessor

Arising out of a “wrongful act” and as long as none of **a**. through **c**. are caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict injury.

**4**. Any claim or “suit”, or any portion of any claim or “suit”, alleging "employee benefits injury”.

**5**. Any claim or “suit” arising out of:

1. dishonest, malicious, fraudulent or criminal act, error or omission by any insured; or
2. knowing violation of any federal, state, or local law, statute, rule or regulation or ordinance.

This exclusion applies only to the insured(s) who committed or had knowledge of the dishonest, malicious, fraudulent or criminal act, error or omission; or violation of a federal, state, or local law, statute, rule, regulation or ordinance. However, if it is later established by a judgment or other final adjudication that the allegation was not proven, we will reimburse the insured for the reasonable costs of a civil defense.

1. “Property damage” to:
   1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
   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. Personal property in the care, custody or control of an insured.

This exclusion does not apply to personal property in a person’s possession at the time of his or her arrest.

1. Any obligations of the insured under a workers’ compensation, unemployment compensation or disability benefits law or any similar laws.
2. Any claim or “suit” arising out of any refusal to employ, termination of employment, discrimination, retaliation, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, wrongful reference or other similar actions, practices or policies related to employment.
3. Any liability for which the insured is obligated to pay “damages” by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “damages”:
   1. Assumed in a mutual law enforcement assistance agreement or similar contract between political subdivisions; or
   2. That the insured would have in the absence of the contract or agreement.
4. Any claim or “suit” for which the insured may be held liable by reason of:
   1. Causing or contributing to the intoxication of any person;
   2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol, or
   3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

1. The supervision, hiring, employment, training or monitoring of others by that insured; or
2. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

If the “occurrence” which caused the “bodily injury” or “property damage”, involved that which is described in Paragraph **a.**, **b**., or **c.** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

1. Any claim or “suit” made by, on behalf of, or for the benefit of the named insured against an “employee” or official of the named insured.
2. Any claim or “suit”, or any portion of any claim or “suit”, seeking “damages” for emotional distress or mental anguish.
3. Any fines, penalties, punitive, exemplary, multiplied damages or the multiple portion of multiple damages.
4. Any claim arising out of any:
   1. collective bargaining agreements; or
   2. lockout, strike, picket line, replacement of workers or other labor disputes or labor negotiations, union grievances or any claim or “suit” filed by or on behalf of a union involving insureds.

The exclusion under Subparagraph **b.** does not apply when insureds are providing crowd control or other similar “law enforcement activities” at a lockout, strike or picket line.

1. Any claim or “suit” arising out of any prior and/or pending:
   1. litigation as of the effective date of this Coverage Part set forth in the Declarations;
   2. proceeding with the state’s Commission Against Discrimination or any similarly functioning entity as of the effective date of this Coverage Part set forth in the Declarations; or
   3. arbitration proceeding or any other alternative dispute resolution proceeding as of the effective date of this Coverage Part set forth in the Declarations.

**16**. Any claim or “suit” arising out of a war (declared or undeclared), invasion, insurrection, rebellion, revolution, civil war, or seizure of power.

**17.** "Bodily injury" to:

* 1. An "employee" or any auxiliary or volunteer law enforcement officer of the insured arising out of and in the course of:
     1. Employment by the insured; or
     2. Performing duties related to the conduct of the insured's “law enforcement activities”; or
  2. The spouse, child, parent, brother or sister of that "employee", or auxiliary or volunteer law enforcement officer as a consequence of Paragraph **a.** above.

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

1. Any claim for relief that is equitable in nature and is not payable in money, or any request for equitable or injunctive relief, or the insured's cost to comply with any such non-monetary relief.

If a "suit" seeks both monetary “damages” and non-monetary relief, we will defend the "suit".

1. Any claim or “suits” arising out of jails, detention centers or penal institutions. However, this exclusion does not apply to a temporary holding cell located within your premises used for “law enforcement activities”.
2. Any claim or “suit” arising out of:

**a**. Any actual, threatened or alleged “sexual misconduct” or “abuse” and resulting “bodily injury” including, but not limited to mental or emotional injury of any person, committed by or alleged against any person, including, but not limited to any:

**(1)** Insured;

**(2)** “Employee” of such insured;

**(3)** “Leased worker” of such insured;

**(4)** “Temporary worker” of such insured;

**(5)** “Volunteer worker” of such insured;

**(6)** Independent contractor under contract with you regardless of any duty to defend and/or indemnify such independent contractor contained in such contract and notwithstanding whether you would be liable in the absence of such contract;

**(7)** Patron of such insured; or

**(8)** Other person; or

**b**. Any act or failure to act to stop or prevent actual or threatened “sexual misconduct” or “abuse” and resulting “bodily injury” including, but not limited to mental or emotional injury of any person, by any person in Paragraph **a**. above

and regardless of the theory of liability or cause of action alleged in the claim against the insured, including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent credentialing, negligent placement, and/or negligent training.

However, we will defend civil claims or “suits” alleging such “sexual misconduct” or “abuse” until final adjudication or other final resolution of such claim or “suit” in which the finding is adverse to the insured.

For the purposes of this Exclusion, the following definitions apply:

“Abuse” means the actual or alleged act, negligent act or an error or omission that results in physical harm or threatened physical harm.

“Sexual misconduct” means any sexual act (even if consensual) including, but not limited to, sexual abuse, sexual molestation, sexual harassment, sexual misconduct, sexual assault, sexual victimization, sexual intimacy, sexual contact, sexual advances, sexual exploitation, requests for sexual favors, verbal or physical conduct of a sexual nature, coercion to engage in sexual activities and licentious or immoral misconduct.

1. Any claim or “suit” arising out of the rendering or failure to render any:
   1. medical professional services; including, but not limited to as a physician, surgeon, osteopath, chiropractor, anesthesiologist, dentist, psychiatrist, psychologist, nurse, paramedic, emergency medical technician, first-aid attendant or pharmacist; or
   2. professional services by any lawyer, architect or engineer hired by you as an independent contractor.
2. Any claim or “suit” based upon or arising out of any insured’s obligations under the Employee Retirement Income Security Act of 1974 (ERISA) or any regulations promulgated thereunder, including subsequent amendments or any similar provisions of federal, state or local law or regulation or administration of any “employee benefit program” or self-insurance fund.
3. Any claim or “suit” asserted as a violation of the Individuals with Disabilities Education Act (IDEA).

#### Supplementary Payments

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

* 1. All expenses we incur.
  2. 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.
  3. 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 $300 a day because of time off from work.
  4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured.
  5. 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.
  6. 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.

Our obligation to defend an insured and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

#### SECTION II – WHO IS AN INSURED

1. You are an insured, and
2. Each of the following is an insured but only for acts that are both within the scope of his or her “law enforcement activities” for you::
3. Any member of your governing body.
4. Any member of a board, commission or council operated by you and under your jurisdiction.
5. Any of your elected or appointed officials.
6. Any of your “employees” but only for acts within the scope of their employment by you.
7. Any of your “employees” with respect to the conduct of any multi-jurisdictional law enforcement organization.
8. Any of your authorized “volunteer workers”.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

#### SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   1. Insureds; or
   2. Claims made or "suits" brought; or
   3. Persons or organizations making claims or bringing "suits"; or
   4. “Wrongful acts” or “occurrences”
2. The Annual Aggregate Limit of Insurance shown in Item 2. of the Declarations is the most we will pay for all “damages” arising out of all claims or “suits” covered by this Coverage Part.
3. Subject to **B.** above, the Each Wrongful Act/Occurrence Limit of Insurance shown in Item 2. of the Declarations is the most we will pay for the sum of all “damages” arising out of:
   1. Any one "wrongful act"; or
   2. Because of all “bodily injury” and “property damage” arising out of any one “occurrence”.

All claims or “suits” arising out of the same “wrongful act” or “occurrence” or a series of continuous or interrelated “wrongful acts” or “occurrences” shall be treated as one “wrongful act” or one “occurrence”.

All claims or “suits” arising out of one “wrongful act” or one “occurrence” shall be deemed to be made on the date that the first such claim is made or “suit” is brought.

1. **Deductible**
   1. Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of the Deductible shown in Item 3. of the Declarations. The Deductible shown in Item 3. of the Declarations applies to each “wrongful act” and/or each “occurrence” in the same manner as set forth in Paragraph **C.** above.
   2. The terms of this insurance, including those with respect to:
      1. Our right and duty to defend any "suits" seeking those “damages”; and
      2. Your duties in the event of a "wrongful act", “occurrence”, claim, or "suit"

Apply irrespective of the application of the Deductible amount.

* 1. We may pay any part, or all, of the Deductible amount applicable to “damages” 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 as has been paid by us.

If we file suit seeking recovery for amounts paid by us as a deductible which is to be reimbursed by you, then you are responsible for all costs of collection, including reasonable attorney’s fees and interest on the amount in question in the full amount allowed by law.

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 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

1. **Bankruptcy**

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

**B**. **Cancellation**

**1**. The first Named Insured shown in the Declarations may cancel this Coverage Part by mailing or delivering to us advance written notice of cancellation.

**2**. We may cancel this Coverage Part 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 Coverage Part 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.

**C. Changes**

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This Coverage Part's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Part.

**D. Conformity to Statute**

This Coverage Part is intended to be in full conformity with the laws of the state in which it is issued. If any provision of this Coverage Part (including endorsements which modify the Coverage Part) conflicts with any law, it is changed to comply with that law.

1. **Consent To Settle**

We will not settle any "suit" without your consent, provided your consent is not unreasonably withheld and is provided as soon as practicable. If, however, you refuse to consent to any settlement recommended by us that is acceptable to the claimant and elect to contest the claim or “suit” or to continue any legal proceedings in connection with such claim or “suit”, then:

* 1. We will not be obligated to pay Supplementary Payments incurred by you subsequent to such refusal; and
  2. If a settlement or judgment occurs subsequent to such refusal, we will not be obligated to pay any amount in excess of the amount for which the claim or “suit” could have been settled prior to such refusal.

Such amounts are subject to the provisions of **Section III - Limits of Insurance And Deductible** of this Coverage Part.

**F. Duties In The Event Of A Claim, “Suit”. “Wrongful Act” or “Occurrence”**

**1**. You or your “designees” must see to it that we are notified as soon as practicable of a "wrongful act" or “occurrence” which may reasonably be expected to be the basis of a claim

To the extent possible, notice should include:

* + 1. How, when and where the "wrongful act" or “occurrence” took place;
    2. The names and addresses of any injured persons or witnesses; and
    3. The nature and location of any injury or damage arising out of the “wrongful act" or “occurrence”.

Notice of a “wrongful act” or “occurrence” is not notice of a claim.

**2**. If a claim is made or "suit" is brought against any insured, you must:

* 1. Record the specifics of the claim or "suit" and the date received as soon as you, or your “designee” is notified of it;
  2. Notify us as soon as practicable after you or your “designee” learns of the claim or “suit”.

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

* 1. 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 or settlement of the claim or defense against the "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.
  2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
  3. Notice given by or on behalf of:
     1. The insured;
     2. The injured person;
     3. Any other claimant;

to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.

**G. Examination Of Your Books And Records**

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

**H. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

* 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 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; 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.

1. **Other Insurance**

**1.** The insurance provided by this Coverage Part is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis.

**2**. We will have no duty 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.

**3**. We will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all other insurance would pay in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under the other insurance.

**4**. If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

1. **Representations**

By accepting this Coverage Part, you agree:

* 1. The application and the declarations are the basis of this Coverage Part and are to be considered as incorporated in and constituting part of this Coverage Part.
  2. The statements in your Declarations and/or application are accurate and complete;
  3. Those statements are based upon representations you made to us; and
  4. We have issued this Coverage Part in reliance upon your representations.

1. **Transfer Of Rights Of Recovery Against Others To Us**

If an 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 a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

1. **Transfer Of Your Rights And Duties Under This Coverage Part**

Your rights and duties under this Coverage Part 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.

1. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, this insurance applies:

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

1. **Special Rights and Duties of the Named Insured**
   1. The Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall be the sole agent, and shall act on behalf, of each insured with respect to all matters under this Coverage Part, including but not limited to:
      1. Giving notice of any claim;
      2. Giving or receiving notice of cancellation;
      3. Receiving any other written notice or correspondence from us;
      4. Consenting to the settlement of any “suit”;
      5. The receipt and acceptance of this Coverage Part and any endorsements to this Coverage Part;
      6. Making changes to this Coverage Part in accordance with the Changes Condition;
      7. Making representations in accordance with the Representations Condition;
      8. The payment of any premium due under this Coverage Part; and
      9. The receipt of any return premiums that may become due under this Coverage Part.
   2. Each insured agrees that the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall act on their behalf.
2. **Territory**

We will pay “damages” arising out of covered claims for “wrongful acts” or “bodily injury” or “property damage” caused by an “occurrence” that takes place in all parts of the world, provided that, the insured’s responsibility to pay “damages” is determined in a claim made or “suit” brought in the United States, its territories, possessions, or Puerto Rico, or in a settlement we agree to.

1. **Title of Paragraphs**

The titles of the various paragraphs of this Coverage Part and endorsements, if any, attached to this Coverage Part, are inserted solely for convenience or reference and are not deemed in any way to affect the provisions to which they relate.

1. **Two Or More Coverage Parts Or Policies Issued By Us**

It is our stated intention that the various coverage parts or policies issued to you by us, including any of our affiliates, do not provide any duplication or overlap of coverage for the same claim or “suit”. Should the circumstances of any claim or “suit”, however, give rise to such duplication or overlap of coverage by applying to the same insured event, professional incident, occurrence, offense, wrongful act, wrongful employment act, accident or loss then, notwithstanding the other insurance provision, the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance provided under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this Coverage Part.

**R. When We Do Not Renew**

If we decide not to renew this Coverage Part we will mail or deliver to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing as required by state law will be sufficient proof of notice.

#### SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. “Auto” also includes any land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment or any other land vehicle that is not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged solely because it is used for “law enforcement activities”.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Damages" means money “damages”. “Damages” does not include any amount awarded as liquidated “damages” pursuant to any federal or state statute.
4. “Designee” means one of your officers, administrators, department heads, your legal department or an “employee” authorized by you to give or receive notice of a “wrongful act”, “occurrence”, claim or “suit”.
5. "Employee(s)" includes a "leased worker” and a “temporary worker”.
6. “Employee Benefits Injury” means injury that arises out of any act, error or omission in the administration of your “Employee Benefit Programs” or alleged violation of any employment-related local, state or federal rule, regulation, statute or ordinance.
7. “Employee Benefits Programs” means a program or programs of employee benefits maintained in connection with your business or operations, including but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits.

**H.** “Law Enforcement Activity(ies)” means administration of the criminal justice system. "Law Enforcement Activity" also includes the use, operation or maintenance of any premises by your law enforcement agency.

* + - 1. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
         1. “Occurrence” means as respects “bodily injury” and “property damage”, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**K.** “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

**1.** False arrest, detention or imprisonment;

**2.** Malicious prosecution;

**3.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

**4**. 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;

**5**. Oral or written publication, in any manner, of material that violates a person's right of privacy;

**6.** The use of another's advertising idea in your “advertisement”; or

**7.** Infringing upon another's copyright, trade dress or slogan in your “advertisement”.

For the purposes of this definition, “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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**L**. “Property Damage" means:

* 1. Physical injury to tangible property including all resulting loss of use of that property; or
  2. Loss of use of personal property that is not physically injured; or
  3. Disappearance of tangible property (including money); or.
  4. Impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain, adverse possession, dedication by adverse use, unlawful or unconstitutional taking of property, inverse condemnation or condemnation proceedings, by whatever name called.

1. “Suit(s)” means a civil proceeding in which “damages” because of a “wrongful act” “bodily injury” or “property damage” to which this insurance applies are alleged. “Suit” includes:
   1. An arbitration proceeding in which “damages” are claimed and to which the insured must submit or does submit with our consent; or
   2. Any other alternative dispute resolution proceeding in which “damages” are claimed and to which the insured submits with our consent.
2. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
3. "Volunteer worker" means a person who:
   1. Is not an "employee" of any insured; and
   2. Donates his or her work; and
   3. Acts at the direction of, and within the scope of duties determined by an insured; and
   4. Is not paid a fee, salary or other compensation by any insured or anyone else for their work performed for the insured.
4. “Wrongful Act” means the actual or alleged negligent act, error, omission or breach of duty committed by an insured arising out of the insured’s rendering or failure to render “law enforcement activities”.