
PUBLIC OFFICIALS' LIABILITY COVERAGE PART DECLARATIONS
(Claims Made Form)

Policy No.

NAMED INSURED:

ITEM 1: POLICY PERIOD:

POLICY COVERS **FROM:** **TO:**
12:01 A.M. standard time at your mailing address shown above.

Retroactive Date:

ITEM 2: LIABILITY LIMIT:

EACH WRONGFUL ACT \$ _____

ANNUAL AGGREGATE \$ _____

ITEM 3: FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

PO-CP-CM (07/00) PO-PE-2 (07/00) IL-501 (07/00) IL-405 (07/00)

ITEM 4: ANNUAL PREMIUM \$ _____

Public Officials' Liability Coverage Part (Claims Made Form)

In return for the payment of premium and subject to the terms and conditions of this policy, we agree with you as follows:

INTRODUCTION

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 WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

SECTION I - COVERAGES

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "wrongful act" to which this insurance applies. This insurance DOES NOT apply to any claim resulting from a "wrongful act" which occurred in whole or in part prior to the Retroactive Date shown in the declarations or subsequent to the termination of this policy.
2. 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 a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result.
However:
 - a. The amount we will pay for "damages" is limited as described in LIMITS OF INSURANCE (Section III); and
 - b. Our right and duty to defend end when we have used up the applicable limit of insur-

ance in the payment of judgements or settlements.

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

3. This insurance applies to damages resulting from a "wrongful act" committed anywhere in the world.
4. This insurance applies only if a claim for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VI EXTENDED REPORTED PERIODS.

A claim by a person or organization seeking "damages" will be deemed to have been made when written notice of such claim is received by any insured or by us, whichever comes first.

All claims for "damages" resulting from or involving the same "wrongful act" or one "wrongful act" will be deemed to have been made when the first of those claims is made against any insured.

B. Exclusions

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal injury", "advertising injury" or "employee benefits injury".
2. A claim against any insured flowing from or originating out of a dishonest, malicious, fraudulent or criminal act, error or omission by any person.
3. A claim against any insured flowing from or originating out of acts, errors or omissions by any person in a fiduciary capacity, as a trustee, or in any similar capacity.
4. A claim against any insured flowing from or originating out of the rendering of or failure to render professional services by a member of the medical profession.

5. A claim against any insured flowing from or originating out of a breach of contract, or liability assumed under any contract or agreement except mutual aid agreements between political subdivisions.
6. A claim against any insured flowing from or originating out of the failure to secure or maintain proper insurance or bonds, or faulty preparation of bid specifications.
7. A claim made against any insured flowing from or originating out of the insured's gaining any profit or advantage to which they were not legally entitled.
8. A claim against any insured flowing from or originating out of disputes over wages or benefits made by anyone related to their employment or application for employment by you.
9. Any civil or criminal fines or penalties levied by any federal, state or local governmental regulatory agency or court.
10. Any claim for injunctive, declaratory or equitable relief and costs inclusive of any attorneys fees arising therefrom.
11. Any claim made by, on behalf of, or for the benefit of the named insured against an employee or official of the named insured.
12. A claim against any insured flowing from or originating out of any impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.
13. EEOC proceedings or similar proceedings conducted by state agencies or commissions.

C. 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. Up to \$300 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "suit".

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.

SECTION II – WHO IS AN INSURED

You are an insured.

Each of the following is an insured but only for acts that were both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

1. Any member of the governing body of the named insured.
2. Any boards, commissions and councils of the named insured and their members.
3. Any elected or appointed official of the named insured.
4. Any employee or authorized volunteer of the named insured.

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

1. Regardless of the number of covered insureds, claimants or claims made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" is the LIABILITY LIMIT shown in the Declarations.
2. The most we will pay for all claims, "suits" or actions covered by this policy is the ANNUAL AGGREGATE shown in the Declarations.

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.

2. Duties In The Event Of A Claim Or "Suit"

- a. You must see to it that we are notified of a "wrongful act" which may result in a claim covered by this policy as soon as practicable after the "wrongful act" is known by you, one of your officers, your legal department or an employee you designate to give notice to us. Notice should include:

- (1) How, when and where the "wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "wrongful act".

Notice of a "wrongful act" is not notice of a claim.

- b. 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, one of your officers, your legal department or an employee you designate to record such information is notified of it;
 - (2) Notify us as soon as practicable after you, one of your officers, your legal department or an employee you designate to give us such notice 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.

- 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 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.

- d. 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. Legal Action Against Us

As a condition precedent, no legal action may be brought against us unless there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

4. Other Insurance

The insurance provided by this policy is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or claim for "damages" if any other insurer has a duty to defend the insured against that "suit".

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

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

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.

5. Premium Audit

Unless required by law, premiums for this coverage shall not be subject to audit.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations 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.

7. 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.

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.

SECTION V - DEFINITIONS

1. "Advertising Injury" means

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

"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.

- 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. "Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of your "Employee Benefit Programs".
- 5. "Employee Benefits Programs" means a program or programs of employee benefits maintained in con-

nection with your business or operations, such as 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.

6. "Personal Injury" means:

- a. False arrest, detention, imprisonment or malicious prosecution.
- b. Wrongful entry or eviction, or other invasion of the right of private occupancy.
- c. The publication or utterance of a libel or slander or of other defamatory or disparaging material or a publication or utterance in violation of an individual's right to privacy. This definition does not apply to a claim made by someone related to their employment or application for employment by you.

7. "Property Damage" means:

- a. Physical injury to tangible property including all resulting loss of use of that property; or
- b. Loss of use of personal property that is not physically injured; or
- c. Disappearance of tangible property (including money).

8. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.

9. "Wrongful Act" means any act, error or omission by an insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally -- shall be deemed to constitute one wrongful act, regardless of the number of claims or claimants.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "wrongful acts" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
 - a. "Wrongful Acts" that occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report claims made and consistent and in accordance with paragraph 2.a. of PART IV – CONDITIONS, any "wrongful act" which may later result in a claim.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of two years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Wrongful Act
Annual Aggregate

The LIMITS OF INSURANCE (Section III) provisions of this coverage part will be amended accordingly.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS' LIABILITY COVERAGE PART

If excluded below, no coverage applies for any claim involving any:

EXCLUSION APPLIES	EXCLUSION DOES NOT APPLY	
<input type="checkbox"/>	<input type="checkbox"/>	1. Firework Display or Exhibition;
<input type="checkbox"/>	<input type="checkbox"/>	2. Ski Facility;
<input type="checkbox"/>	<input type="checkbox"/>	3. Airport or activity related to aviation administration, supervision or operations;
<input type="checkbox"/>	<input type="checkbox"/>	4. Medical Clinic;
<input type="checkbox"/>	<input type="checkbox"/>	5. Hospital, Nursing Home or other type of medical facility;
<input type="checkbox"/>	<input type="checkbox"/>	6. Public Housing Project or Authority;
<input type="checkbox"/>	<input type="checkbox"/>	7. Public Gas Utility;
<input type="checkbox"/>	<input type="checkbox"/>	8. Public Water Utility;
<input type="checkbox"/>	<input type="checkbox"/>	9. Public Electric Utility;
<input type="checkbox"/>	<input type="checkbox"/>	10. Public School District or System;
<input type="checkbox"/>	<input type="checkbox"/>	11. Activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system;
<input type="checkbox"/>	<input type="checkbox"/>	12. Jail, Penal Institution or similar type facility;
<input type="checkbox"/>	<input type="checkbox"/>	13. Waterslide;
<input type="checkbox"/>	<input type="checkbox"/>	14. Organized or sponsored racing or stunting involving wheeled vehicles including skateboards and roller skating;
<input type="checkbox"/>	<input type="checkbox"/>	15. Circus, amusement park or traveling enterprise offering amusement;
<input type="checkbox"/>	<input type="checkbox"/>	16. Personal Injury to public officials;
<input type="checkbox"/>	<input type="checkbox"/>	17. Day Care, Day Camp, Nursery or similar facility;
<input type="checkbox"/>	<input type="checkbox"/>	18. Public Transportation System, including but not limited to transport, operations and premises;

**EXCLUSION
APPLIES**

**EXCLUSION DOES
NOT APPLY**

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- 19. Rodeo;
- 20. Dams over 25 feet in height or any Levees, Dikes;
- 21. Golf Course;
- 22. Professional Services provided by any Doctors, Lawyers, Engineers or Architects;
- 23. Fire District or Department;
- 24. Emergency Medical Service;
- 25. Landfill, Dump, Refuse Site or Incinerator;
- 26.
- 27.
- 28.

APPLICATION OF ENDORSEMENT (Enter below any limitations, clarifications or special conditions on the application of this endorsement):

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY INSURANCE AND CLAIMS EXPENSES DEDUCTIBLE

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART

SCHEDULE

Amount and Basis of Deductible

\$ Per Claimant

\$ Per "Wrongful Act"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement.):

The following is added to **A. Insuring Agreement** of **SECTION I – COVERAGES**:

DEDUCTIBLE

The "damages" and allocated claims expenses which would otherwise be payable under this insurance will be reduced by the deductible shown in the SCHEDULE above prior to the application of the LIMITS OF INSURANCE provision. Allocated claims expenses means all expenses chargeable to a specific claim we incur or the insured incurs with our consent in the investigation, negotiation, arbitration, settlement and defense of any claim or suit, whether paid by us or by the insured with our consent. To investigate, defend or settle any claim or "suit" we may pay all or any part of any deductible stated in this policy. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

Should the company find it necessary to file suit seeking recovery for amounts paid by it with regard to a deductible which is to be reimbursed by you, it is herein agreed that 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.

You may select a deductible amount on either a per claimant or a per occurrence basis. The deductible

amount stated in the SCHEDULE above applies as follows:

- A.** Per Claimant Basis – If the deductible is on a per claimant basis, the deductible amount applies to all "damages" and allocated claims expenses sustained by each claimant as a result of any one "wrongful act".
- B.** Per "Wrongful Act" Basis – If the deductible is on a per "wrongful act" basis, the deductible amount applies to all "damages" and allocated claims expenses because of a "wrongful act" regardless of the number of claimants who sustain "damages" because of that "wrongful act".

The terms of this insurance, including those with respect to our right and duty to defend any "suits" seeking those "damages"; and your duties in the event of an claim or "suit" apply irrespective of the application of the deductible amount.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
RETROACTIVE DATE – CLAIMS MADE COVERAGE

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART

A. COVERAGE

In consideration of the premium charged, coverage is provided for "damages" under **SECTION I – COVERAGES, A. Insuring Agreement** as long as a Retroactive Date is shown in the Declarations and the "wrongful act":

1. took place in the coverage territory; and
2. did not occur before the Retroactive Date shown in the Declarations.

B. EXCLUSIONS

It is hereby agreed and understood that ITEM A. Insuring Agreement of SECTION I – COVERAGES will not apply to a "wrongful act" which occurred after the Retroactive Date, if prior to the effective date of this policy:

1. any Insured gave notice to any insurer of the "wrongful act", or
2. any Insured had a reasonable basis to believe that the "wrongful act" might result in a claim or suit, or
3. there is a prior policy or policies which provide insurance for such "wrongful act" whether or not the available limits of liability of such prior policy or policies are sufficient to pay and whether or not the deductible provisions and amount of such prior policy or policies are different from this policy and whether or not such prior policy or policies are collectible in whole or in part.