

MISSISSIPPI ASSOCIATION OF
SUPERVISORS INSURANCE TRUST

COVERAGE DOCUMENT

MASIT
MAS Insurance Trust

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MASIT LAW ENFORCEMENT LIABILITY CLAIMS MADE COVERAGE

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Fund**, including the statements made in the **Application**, the **Fund** and the **Members**, subject to all of the terms, conditions and limitations of this Policy and any endorsements thereto, agree as follows:

I. INSURING AGREEMENTS; ADDITIONAL COVERAGES

A. LAW ENFORCEMENT LIABILITY

The **Fund** will pay on behalf of any **Member**, excess of the Retention and subject to the Limits of Liability set forth in the Declarations, **Loss** which the **Member** is legally obligated to pay as a result of a **Claim** first made against a **Member** during the **Policy Period** or any applicable Extended Reporting Period, for a **Law Enforcement Wrongful Act** which occurs on or after the **Retroactive Date** and before the end of the **Policy Period**.

The **Fund** will have the right and duty to defend a **Claim** against a **Member** for a **Law Enforcement Wrongful Act** which is covered by this Policy, even if the allegations of such **Claim** are groundless, false or fraudulent.

II. WHO IS A MEMBER

EACH OF THE FOLLOWING IS A **MEMBER** UNDER THIS POLICY:

- A. the **Named Member** with respect to liability arising out of **Law Enforcement Activities**;
- B. past, present or future, full or part-time employees of the **Named Member** with respect to liability arising out of **Law Enforcement Activities**;
- C. past, present or future, lawfully elected, appointed or employed officials of the **Named Member**, with respect to liability arising out of **Law Enforcement Activities**;
- D. past, present or future auxiliary and volunteer law enforcement officers, and reserves, who serve under the direction and control of the **Named Member**, with respect to liability arising out of **Law Enforcement Activities**; and
- E. in the event of death, incapacity or bankruptcy of an individual identified in paragraphs B. through D. above, the estates, heirs, legal representatives or assignees of such Individuals but only with respect to liability arising out of **Law Enforcement Wrongful Acts** committed by such individual;

- F. the lawful spouse or domestic partner of any individual identified in paragraphs B. through D. above, but only with respect to liability arising out of **Law Enforcement Wrongful Acts** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**;
- G. the political subdivision in which the **Named Member** is located, and its elected, appointed or employed officials, but only with respect to vicarious liability arising out of **Law Enforcement Activities** of the **Named Member**;
- H. if the **Named Member** is providing **Law Enforcement Activities** for an educational institution, the educational institution and its employees and administrators are **Members**, but only with respect to vicarious liability arising out of the **Law Enforcement Activities** of the **Named Member**.

III. LIMITS OF LIABILITY

Regardless of the number of **Members** under this Policy, persons or organizations who make a **Claim** under this Policy, or **Claims** brought under this Policy, the **Fund's** liability is limited as follows:

A. EACH CLAIM LIMIT OF LIABILITY:

Subject to the Policy Aggregate Limit of Liability, the amount set forth in the Declarations shall be the maximum Limit of Liability of the **Fund** for all **Loss**, in excess of the applicable Retention set forth in the Declarations, resulting from each **Claim** for **Law Enforcement Wrongful Acts**, for which this Policy provides coverage.

B. POLICY AGGREGATE LIMIT OF LIABILITY:

The amount set forth in the Declarations shall be the maximum aggregate Limit of Liability of the **Fund** for all **Loss** resulting from all **Claims** for which this Policy provides coverage.

C. PAYMENT OF DEFENSE EXPENSES:

Defense Expenses shall be paid within the Limits of Liability, and payment of **Defense Expenses** by the **Fund** shall reduce such Limits of Liability.

D. RETENTION:

The obligation of the **Fund** to pay **Loss** or **Defense Expenses**, or to defend any **Claim**, will only be in excess of the Retention set forth in the Declarations. The **Fund** will have no obligation whatsoever, either to the **Members** or to any other person or entity, to pay all or any portion of any Retention amount on behalf of any **Member**, although the **Fund** will, at its sole discretion, have the right and option to advance such amount, in which event the **Members** agree to repay the **Fund** any amounts so advanced.

E. RELATED CLAIMS:

Related Claims will be deemed a single **Claim**, and only one "Each Claim" Limit of Liability, and only one Retention, will apply.

All **Claims** based on or arising out of (1) a riot, (2) a civil disturbance resulting in an official proclamation of a state of emergency, (3) a temporary curfew, or (4) martial law, will be deemed a single **Claim**.

IV. CONDITIONS

A. DEFENSE AND SETTLEMENT OF CLAIMS:

- (1) No **Member** may incur any **Defense Expenses** or admit liability for, or settle, or offer to settle, any **Claim** without the **Fund's** written consent.
- (2) The **Fund** will have the right to make investigations and conduct negotiations and to enter into the settlement of any **Claim** as the **Fund** deems appropriate, with the consent of the **Member**. If the **Member** refuses to consent to a settlement acceptable to the claimant in accordance with the **Fund's** recommendation, then, subject to the applicable Limit of Liability set forth in the Declarations, the **Fund's** liability for such **Claim** will not exceed:
 - (a) the amount for which such **Claim** could have been settled by the **Fund** plus **Defense Expenses** up to the date the **Member** refused to settle such **Claim**; plus
 - (b) fifty percent (50%) of any **Loss** and/or **Defense Expenses** in excess of the amount in clause (a) above, incurred in connection with such **Claim**.

The remaining **Loss** and/or **Defense Expenses** will be carried by the **Member** at its own risk.

- (3) The **Fund** will have no obligation to pay **Loss** or **Defense Expenses** or to defend or continue to defend any **Claim**, after the applicable Limit of Liability, as set forth in the Declarations, has been exhausted by the payment of **Loss**. If the **Fund's** maximum aggregate Limit of Liability, as set forth in the Declarations, is exhausted by the payment of **Loss**, the entire premium will be deemed fully earned and the **Fund** shall no longer be obligated to make any further payments under this Policy.

B. OTHER INSURANCE:

- (1) All **Loss** and **Defense Expenses** payable under this Policy will be specifically excess of and will not contribute with other valid and collectible insurance, including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy. This Policy will not be subject to the terms of any other insurance. Other insurance includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- (2) Notwithstanding CONDITION B(1) above, with respect to any **Claim** under this Policy for which coverage is available under any insurance policy which applies to claims for bodily injury, personal injury or property damage, the **Fund** will have no duty to defend such **Claim**, or to pay **Defense Expenses** incurred by or on behalf of any **Member** in

connection with such **Claim** or to contribute to any defense provided to any **Member** under such other insurance policy, or to reimburse any other Fund, in whole or in part, for **Defense Expenses** incurred in connection with such **Claim**.

C. COOPERATION; SUBROGATION:

In the event of a **Claim**, the **Member** will provide the **Fund** with all information, assistance and cooperation that the **Fund** reasonably requests, and will do nothing that may prejudice the **Fund's** position or potential or actual rights of recovery. At the **Fund's** request, the **Member** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements. In the event of payment, the **Fund** will be subrogated to the extent of any payment to all of the rights of recovery of the **Member**. The **Member** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the **Fund** effectively to bring suit in their name. The obligations of the **Member** under this CONDITION C. will survive the expiration or cancellation of the Policy.

D. REPORTING OF CLAIMS AND LAW ENFORCEMENT WRONGFUL ACTS:

- (1) As a condition precedent to any right to payment in respect of any **Claim** first made during the **Policy Period** or any applicable Extended Reporting Period, the **Member** must give the **Fund** written notice of such **Claim**, with full details, as soon as practicable after a senior officer, official or administrator of the **Named Member** becomes aware of such **Claim**, and in the event that a **Claim** is first made within thirty (30) days prior to the expiration of the **Policy Period** or any applicable Extended Reporting Period, no later than sixty (60) days after the expiration date of the **Policy Period** or Extended Reporting Period, as applicable.
- (2) If, during the **Policy Period**, the **Member** first becomes aware of a **Law Enforcement Wrongful Act** which may subsequently give rise to a **Claim** and, as soon as practicable thereafter but before the expiration or cancellation of this Policy:
 - (a) gives the **Fund** written notice of such **Law Enforcement Wrongful Act**, including a description of the **Law Enforcement Wrongful Act** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Law Enforcement Wrongful Act**, the damages which may result from such **Law Enforcement Wrongful Act** and the circumstances by which the **Member** first became aware of such **Law Enforcement Wrongful Act**; and
 - (b) requests coverage under this Policy for any subsequently resulting **Claim** from such **Law Enforcement Wrongful Act**;

then the **Fund** will treat any such subsequently resulting **Claim** as if it had been first made during the **Policy Period**.

- (3) All notices under CONDITIONS D(1) and D(2) must be sent in writing by certified or priority mail with delivery confirmation, or electronically, to the **Fund**.
- (4) All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with CONDITION D(2), whichever is earlier.

E. EXTENDED REPORTING PERIOD:

- (1) If either the **Fund** or the **Named Member** cancels, refuses or declines to renew this Policy for any reason, other than nonpayment of premium, the **Named Member** will have a right to:
 - (a) a sixty (60) day Automatic Extended Reporting Period, beginning on the effective date of cancellation or non-renewal, for no additional premium charge; and
 - (b) to purchase an Additional Extended Reporting Period, beginning on the effective date of cancellation or non-renewal, for an additional premium; provided that the **Member** elects to purchase the Additional Extended Reporting Period in writing and provides to the **Fund** any additional premium due within thirty (30) days of the effective date of cancellation or non-renewal, subject to the available options as set forth below in paragraph (3) of this Section.
- (2) The coverage otherwise afforded by this Policy will be extended to apply to **Loss** from **Claims** first made during an Extended Reporting Period, but only if such **Claims** are for **Law Enforcement Wrongful Acts** committed before the end of the **Policy Period** or the date of any cancellation of coverage under CONDITION F., whichever is earlier. An Extended Reporting Period does not increase or reinstate any Limit of Liability and may only be effective if all premiums and retentions due under the Policy have been paid. The Automatic Extended Reporting Period shall not become effective if the **Member** procures replacement coverage. Once purchased, the Additional Extended Reporting Period may not be canceled and the premium shall be deemed fully earned.
- (3) Additional Extended Reporting Period Options:
 - (a) a one (1) year extended reporting period for an additional premium of eighty percent (80%) of the Premium set forth in the Declarations;
 - (b) a two (2) year extended reporting period for an additional premium of one hundred percent (100%) of the Premium set forth in the Declarations; or
 - (c) a three (3) year extended reporting period for an additional premium of one hundred and fifty percent (150%) of the Premium set forth in the Declarations.

F. REPRESENTATIONS:

The **Member** represents that the particulars and statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth of that representation, and that such particulars and statements, which are deemed to be incorporated into and to constitute a part of this Policy, are the basis of this Policy.

G. SEPARATION OF MEMBERS; PROTECTION FOR INNOCENT MEMBERS:

- (1) In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:
 - (a) with respect to any natural person **Member** who knew of such untruth, misrepresentation or omission; and

with respect to the **Named Member**, if, and only if, the Chief of Police or Deputy Chief of Police of the **Named Member**, or any other person in a functionally equivalent position within the **Named Member**, or the signer of the **Application**, knew of such untruth, misrepresentation or omission.

- (2) No act, error or omission of any **Member** will be imputed to any other **Member** to determine the application of any Exclusion set forth in Section III. of this Policy. If it is determined that an Exclusion applies to a **Member** in connection with a **Claim**, no coverage shall be available under this Policy for such **Member**, however, coverage shall continue in effect under this Policy for any other **Member**, subject to all other terms, conditions, and Exclusions herein.

H. NO ACTION AGAINST FUND:

- (1) No action may be taken against the **Fund** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Member's** obligation to pay has been finally determined either by judgment against the **Member** after adjudicatory proceedings, or by written agreement of the **Member**, the claimant and the **Fund**.
- (2) No person or entity will have any right under this Policy to join the **Fund** as a party to any **Claim** to determine the liability of any **Member**; nor may the **Fund** be impleaded by a **Member** or his, her or its legal representative in any such **Claim**.

I. INSPECTION AND SURVEYS:

- (1) The **Fund** has the right, but is not obligated to:
 - (a) make inspections and surveys at any time;
 - (b) give reports on the conditions the **Fund** finds; and
 - (c) recommend changes to the **Member**.
- (2) Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. The **Fund** does not undertake any duty to provide for the health or safety of any person and we do not represent or warrant that conditions are safe or healthful, or comply with any laws, regulations, codes or standards.
- (3) This Condition J. applies not only to the **Fund**, but to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on the **Fund's** behalf.

J. INSOLVENCY OF MEMBER:

The **Fund** will not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any **Member**.

K. NON-PYRAMIDING OF LIMITS:

If a **Claim** is made or **Loss** incurred for which coverage is afforded under this Policy and any other policy or policies underwritten by the **Fund** or any affiliate thereof, to the **Named Member**, or to any public entity or political subdivision:

- (1) which shares an operational budget with the **Named Member**;
- (2) which receives its funding or budget from the same tax base as the **Named Member**;
- (3) operates or has jurisdiction over the **Named Member** or which is operated by or under the jurisdiction of the **Named Member**;
- (4) which participates, directly or indirectly, in any multi-jurisdictional partnership, authority, joint venture, task force, law enforcement endeavor, penal institution or other multi-jurisdictional organization or arrangement of any type involving law enforcement or correctional officers or personnel of such public entity or political subdivision and the **Named Member**;
- (5) which is party to a **Member Contract** with the **Named Member**; or
- (6) for which a **Member** performs **Off-Duty Activities**; then the maximum amount payable in the aggregate under this Policy, and all such other policies, shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible shall apply, which shall be retention or deductible corresponding to the Limit of Liability applied to the **Loss** or **Claim**.

L. TERRITORY:

This Policy applies to **Law Enforcement Wrongful Acts** committed by any **Member** anywhere in the world, or to any **Claim** brought against any **Member** anywhere in the world.

M. AUTHORIZATION AND NOTICES:

The **Members** agree that the **Named Member** will act on their behalf with respect to receiving any notices and return premiums from the **Fund**.

N. CHANGES:

Notice to or knowledge possessed by any agent or other person acting on behalf of the **Fund** will not affect a waiver or change in any part of this Policy or estop the **Fund** from asserting any right under the terms, conditions and limitations of this Policy. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

O. ASSIGNMENT:

No assignment of interest under this Policy will bind the **Fund** without its consent.

P. ENTIRE AGREEMENT:

The **Member** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between the **Member** and the **Fund** or any of its agents relating to this insurance.

Q. HEADINGS:

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

V. EXCLUSIONS

A. THE **FUND** SHALL NOT PAY LOSS, BUT SHALL ONLY PAY **DEFENSE EXPENSES**, FROM ANY **CLAIM** BROUGHT ABOUT OR CONTRIBUTED TO IN FACT BY:

(1) any deliberate dishonest, fraudulent, criminal or intentional malicious act, error or omission by any Member;

(2) any willful violation by any Member of any law, statute, ordinance, rule or regulation; or

(3) any Member gaining any profit, remuneration or advantage to which such Member is not legally entitled.

Notwithstanding anything herein to the contrary, the duty under this exclusion to pay defense expenses shall immediately cease upon the admission by any Member of any deliberate dishonest, fraudulent, criminal or intentional malicious act, error or omission, or willful violation by any Member of any law, statute, ordinance, rule or regulation, or any Member gaining any profit, remuneration or advantage to which such Member is not legally entitled, whether by guilty plea, sworn statement or testimony.

This exclusion does not apply to any other insured Member where there is no legal finding that such other Member actively participated in: (1) An act described in (1) above; or (2) Had knowledge of, or consented to, the violation described in (2) above. The applicability of EXCLUSIONS A(1), A(2) and A(3) to any specific Member may be determined by an admission of such Member, a finding, or a final adjudication in the proceeding constituting the Claim or in a proceeding separate from or collateral to the Claim.

A. THE **FUND** SHALL NOT PAY ANY **LOSS** OR **DEFENSE EXPENSES** FROM ANY **CLAIM** BASED ON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM, IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING:

(1) war, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**;

(2) any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request;

(3) any actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any

federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing, including, but not limited to, any actual or alleged improper payroll practices, wage and hour policies, and payment of overtime or vacation pay;

- (4) any actual or alleged **Employment Practices Wrongful Acts**;
- (5) the rendering of, or failure to render, any medical services; provided that any **Member** who, in good faith, renders first aid or emergency medical care or assistance to any ill or injured person which results in **Personal Injury** or **Bodily Injury** covered under this Policy, will not be subject to this Exclusion B(5);
- (6) any liability assumed by any **Member** under any contract or agreement; provided that this Exclusion B(6) shall not apply to liability:
 - (a) assumed in a **Member Contract** provided the **Law Enforcement Wrongful Act** occurs subsequent to the execution of such **Member Contract**; or
 - (b) that the **Member** would have had in the absence of the contract or agreement;
- (7) **Personal Injury** or **Bodily Injury** to:
 - (a) an employee of the **Member** arising out of and in the course of employment by the **Member**;
 - (b) an auxiliary law enforcement officer or volunteer law enforcement officer, or reserve officer, while serving under the direction and control of the **Member**; or
 - (c) the spouse, child, parent, brother, sister of that employee, or auxiliary or volunteer law enforcement officer, or reserve officer, as a consequence of (a) or (b) above;

This Exclusion B(7) applies whether the **Member** 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.

This Exclusion B(7) shall not apply to liability assumed by the **Member** under an **Member Contract**.

- (8) the ownership, maintenance, operation, use, entrustment to others or **Loading or Unloading** of any:
 - (a) **Auto**, watercraft, aircraft, motorcycle or other motorized unit owned or operated by, or rented or loaned to, any **Member**; or
 - (b) **Auto**, watercraft, aircraft, motorcycle or other motorized unit operated by any person in the course of his or her employment for the **Member**;

“Aircraft” includes, but is not limited to, any aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

This exclusion applies even if the claim against any **Member** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Member**, if the accident that caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any **Auto**, watercraft, aircraft, motorcycle or other motorized unit that is owned or operated by or rented or loaned to any **Member**.

- (9) **Property Damage** to:
- (a) property which is owned or rented by, loaned to, or occupied by, any **Member**;
 - (b) premises which have been sold, given away, or abandoned by the **Member** if the **Property Damage** arises out of any part of those premises; or
 - (c) property in the care, custody and control of any **Member**;
provided, however, that this Exclusion B(9) shall not apply to property on persons, other than **Members**, at the time of arrest, custody or incarceration;
- (10) any actual or alleged transmission of, or exposure to, any communicable disease, including, but not limited to, Acquired Immune Deficiency Syndrome, tuberculosis or hepatitis;
- (11) the performance of any law enforcement-related professional services by any **Member**, for any entity or individual other than the **Named Member**; provided, however, that this Exclusion B(11) shall not apply if such professional services constitute **Law Enforcement Activities**.
- (12) **Personal Injury**:
- (a) Arising out of oral or written publication of material, if done by or at the direction of the **Member** with knowledge of its falsity;
 - (b) Arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;
 - (c) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent or knowledge of the **Member**; or
 - (d) For which the **Member** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Member** would have in the absence of the contract or agreement.
- (13) **Personal Injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (a) The Telephone Consumer Protection Act, including any amendments;
 - (b) The CAN-SPAM Act of 2003, including any amendments;

- (c) The Fair Credit Reporting Act and any amendments to such law, including the Fair and Accurate Credit Transactions Act; or
- (d) Any federal, state or local law that addresses, prohibits or limits the printing, dissemination, disposal, collection, recording, sending, transmission, communication or distribution of any material or information.

(14) Any **Cyber Security Event**.

For purposes of this exclusion the following terms have the following meanings:

“**Computer System**” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- (a) operated by and either owned by or leased to any **Member**; or
- (b) operated by a third party service provider and used to provide hosted computer application services to the **Member** or for processing, maintaining, hosting or storing the **Member’s** electronic data pursuant to a written contract with the **Member** for such services.

“**Cyber Security Event**” means:

- (a) the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **Personal Information** in the care, custody or control of the **Member** or for which the **Member** is legally responsible; or
- (b) a violation or failure of the security of a **Computer System**, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

“**Personal Information**” means an individual’s name in combination with one or more of the following:

- (a) information concerning the individual that constitutes “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- (b) medical or health care information concerning the individual, including without limitation “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- (c) the individual’s Social Security number, driver’s license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual’s financial account information; or
- (d) other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

provided, however, **Personal Information** does not include information that is lawfully available to the public, including without limitation information lawfully available from any **Member** or any local, state, federal or foreign governmental entity.

VI. DEFINITIONS

A. "APPLICATION"

means all applications, including any attachments and other materials provided therewith or incorporated therein, submitted in connection with the underwriting of the Policy or for any other policy of which this Policy is a renewal, replacement or which it succeeds in time.

B. "AUTO"

means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.

C. "BODILY INJURY"

means the following, when alleged against a **Member** by an entity or a person who is not a **Member**: physical injury, mental anguish, emotional distress, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "CLAIM" means:

- (1) any written demand for monetary relief;
- (2) any written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against a **Member** for a **Law Enforcement Wrongful Act**;
- (3) any civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
- (4) any criminal proceeding which is commenced by the return of an indictment or similar document;
- (5) any administrative or regulatory proceeding or investigation, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
- (6) any arbitration proceeding, or any other alternative dispute resolution proceeding, in which monetary damages are claimed and to which the **Member** must submit or does submit with the **Fund's** consent.

A **Claim** will be deemed to have been first made when a **Member** receives notice of the Claim.

E. "DEFENSE EXPENSES" means:

- (1) reasonable and necessary fees, costs, charges or expenses resulting from the investigation, defense or appeal of a **Claim**;
- (2) premium for an appeal, attachment or similar bond, but without any obligation to apply for and obtain such bond, in connection with a **Claim**;
- (3) any fees, costs, charges or expenses incurred by the **Member** at the specific written

request of the **Fund** to assist the **Fund** in the investigation, defense or appeal of a **Claim**.

“**Defense Expenses**” do not include: (a) amounts incurred by the **Member** prior to the date a **Claim** is first made and reported to the **Fund**; or (b) compensation or benefits of any **Member Person** or any overhead expenses of the **Member**.

F. “EMPLOYMENT PRACTICES WRONGFUL ACT” means any of the following:

- (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
- (2) harassment (including sexual harassment whether “quid pro quo,” hostile work environment or otherwise);
- (3) discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
- (4) breach of any manual of employment policies or procedures;
- (5) retaliatory action in response to an employee’s:
 - (a) disclosure or threat of disclosure of any act alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
 - (b) actual or attempted exercise of any right that employee has under law; or
 - (c) filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign “whistleblower” law;
- (6) misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
- (7) wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
- (8) breach of a contract to commence or to continue employment.

G. “HOSTILE FIRE”

means one which becomes uncontrollable or breaks out from where it was intended to be.

H. “MEMBER”

shall have the meaning described in Section II. of this Policy, WHO IS A MEMBER.

I. “MEMBER CONTRACT”

means a written mutual law enforcement assistance agreement or contract between the **Named Member** and another government entity or political subdivision, under which the **Named Member** assumes the tort liability of another government entity or political subdivision to pay for **Personal Injury, Bodily Injury or Property Damage** to a third party who is not a **Member**. “Tort liability,” as used herein, means liability that would be imposed by law in the absence of any contract or agreement.

J. “FUND”

means the Company identified in the Declarations.

K. “LAW ENFORCEMENT ACTIVITIES” means:

- (1) law enforcement-related duties conducted by any **Member** for or on behalf of the **Named Member**;
- (2) **Off-Duty Activities** for which member and employee comply with MS Statute (17-25-11) ;
- (3) law enforcement assistance rendered by any **Member** pursuant to a **Member Contract**; or
- (4) any special event or activity conducted by any **Member** for or on behalf of the **Named Member**; provided that there is no increase in staffing for the **Named Member** due to such special event or activity.

L. "LAW ENFORCEMENT WRONGFUL ACT"

means any actual or alleged act, error or omission, neglect or breach of duty by a **Member**:

- (1) which arises out of and is committed during the course and scope of **Law Enforcement Activities**, or
- (2) which arises out of the ownership, maintenance and use of **Premises** by the **Member** for the purpose of conducting **Law Enforcement Activities**; and which results In **Personal Injury, Bodily Injury or Property Damage**.

M. "LOADING OR UNLOADING"

means the handling of property:

- (1) after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
- (2) while it is in or on any aircraft, watercraft or **Auto**; or
- (3) while it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered;

provided, however that "**Loading or Unloading**" shall not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

N. "LOSS"

means any monetary amount that a **Member** is legally obligated to pay as a result of a **Law Enforcement Wrongful Act** covered by this Policy, including but not limited to judgments and settlements, pre-judgment interest and post-judgment interest.

"**Loss**" will not include:

- (1) **Defense Expenses**;
- (2) fines, taxes or penalties;
- (3) punitive or exemplary damages or the multiplied portion of a multiple damages award, or other amounts which may be deemed uninsurable under the law pursuant to which this Policy is construed; or
- (4) relief or redress in any form other than monetary damages, including the costs of complying with any injunctive, declaratory or equitable relief, remedy or order.

O. "NAMED MEMBER"

means the entity set forth in the Declarations.

P. "OFF-DUTY ACTIVITIES"

are departmentally approved, law enforcement-related, off-duty activities or services performed by a **Member**, or employment of a **Member**, for an entity other than the **Named Member**, as disclosed on

the **Application** for this Policy and for which member and employee comply with MS Statute (17-25-11) .

Q. "PERSONAL INJURY"

means the following, when alleged against a **Member** by an entity or a person who is not a past or present **Member**:

- (1) assault and battery;
- (2) discrimination, where insurable by law;
- (3) false arrest, detention or imprisonment;
- (4) malicious prosecution;
- (5) erroneous, false or improper service of process;
- (6) humiliation or mental distress;
- (7) the publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy, except publications or utterances in the course of telecasting activities by or on behalf of the **Member**;
- (8) violation of civil rights protected under 42 USC 1981 et seq. or under any similar state civil rights law;
- (9) violation of property rights;
- (10) wrongful entry, eviction, or other invasion or denial of the right to public or private occupancy.

R. "POLICY PERIOD"

means the period from the Inception Date of this Policy set forth, in of the Declarations, to the Expiration Date of this Policy set forth in the Declarations, or to any earlier cancellation date of this Policy.

S. "POLLUTANT"

means any of the following:

- (1) smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;
- (2) mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);
- (3) lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or
- (4) nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation; provided however, that "**Pollutant**" shall not include heat, smoke or fumes resulting from a **Hostile Fire** at or from the **Premises**.

T. "PREMISES"

means the following, if located in the continental United States:

- (1) the location designated in ITEM 1. of the Declarations, including the ways adjoining such premises on land;
- (2) any jail, holding cell, detention or lock-up facility, owned or leased by, and operated

- (3) by, the **Named Member** at the location designated in ITEM 1. of the Declarations; and any other location specifically scheduled in an Endorsement to this Policy.

U. "PROPERTY DAMAGE" means:

- (1) physical injury to or destruction of tangible property, including loss of use thereof at any time resulting therefrom; or
- (2) loss of use of tangible property which has not been physically injured or destroyed.

V. "RELATED CLAIMS"

means all **Claims** for **Law Enforcement Wrongful Acts** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events, or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.

W. "RETENTION"

means the amount shown in the Declarations that the **Member** must contribute to **Loss and Defense Expenses**.

X. "RETROACTIVE DATE"

means the applicable date set forth in the Declarations.

Y. "TERRORISM"

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.