

LAW ENFORCEMENT PROFESSIONAL LIABILITY POLICY

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE AND DOES NOT PROVIDE A DUTY TO DEFEND. PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

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

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

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

SECTION I – LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury" resulting from a "wrongful act".

b. This insurance applies to a "wrongful act" only if:

(1) The "wrongful act" takes place in the "coverage territory";

(2) The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the "policy period";

(3) The "wrongful act" arises from the insured's "on-duty services";

(4) A "claim" for damages because of "bodily injury", "property damage" or "personal injury" resulting from a "wrongful act" is first made against any insured, in accordance with Paragraph c. below, during the "policy period" or any Extended Reporting Period we provide under this Policy; and

(5) Prior to the "policy period" and/or Retroactive Date, no insured listed under Section II – Who Is An Insured and no person authorized by you to give or receive notice of a "wrongful act" or "claim", knew that the "wrongful act" had occurred, in whole or in part. If such listed insured or authorized person knew, prior to the "policy period" and/or Retroactive Date, that the "wrongful act" occurred, then any continuation, change or resumption of such "wrongful act" during or after the "policy

period" or after the Retroactive Date will be deemed to have been known prior to the "policy period" and/or Retroactive Date.

c. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

We have no obligation to defend you or any insured with respect to any "claim" or "suit". Furthermore, we have no obligation to defend any criminal investigation, prosecution or, or criminal proceedings against you or any other insured.

2. Exclusions

This insurance does not apply to any "claims" caused directly or indirectly by, or arising out of or in any way related to:

a. Any insured's failure to fulfill any duty or obligation imposed by the Employment Retirement Income Security Act of 1974, including amendments to that law, or similar federal, state, or local statutory or common law.

b. Any transmission of or exposure to any communicable disease, including but not limited to, acquired immunodeficiency syndrome (AIDS), COVID-19 (including any variant thereof), tuberculosis, or hepatitis.

c. Any employment-related practice, including but not limited to, application for employment, refusal to employ, failure to promote, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment including sexual harassment, humiliation, "discrimination", or violation of civil rights.

d. Any dishonest, fraudulent, bad faith, criminal or malicious:

(1) Act;

(2) Error; or

(3) Omission;

by any insured other than you, unless directed by you or you had knowledge of the act, error, or omission.

e. Any willful violation, or any violation in which any insured had knowledge or consented to the violation, of any federal, state, or local statute, ordinance, rule, or regulation.

However, this exclusion does not apply to "personal injury" to which this insurance applies.

f. Any "claim" brought by any person or organization covered under this Policy.

g. Any "claim" for which you or any carrier as your insurer may be held liable under any workers' compensation, unemployment or disability law, or under any similar law.

h. Any liability assumed by any insured under any contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed by you in a contract or agreement for services provided the "bodily injury", "property damage", "personal injury" or "wrongful act" occurs subsequent to the execution of such contract or agreement; or

(2) That you would have in the absence of the contract or agreement.

i. Any sexual abuse or molestation, including but not limited to, the following:

(1) Actual or threatened sexual abuse or molestation of any person, committed by or alleged against any person, including but not limited to, any insured, any employee of such insured, a leased or temporary worker for such insured, a patron of such insured, or any other person;

(2) Actual or threatened sexual abuse or molestation of any person, committed by or alleged against any independent contractor under contract with an insured regardless of any duty to defend and/or indemnify such independent contractor contained in such contract and notwithstanding whether the insured would be liable in the absence of such contract; or

(3) Any act or failure to act to suppress or prevent actual or threatened sexual abuse or molestation of any person, by any person described in (1) and (2) above;

and regardless of the theory of liability or cause of action alleged in the complaint or "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 report, negligent retention, negligent hiring, negligent placement, and/or negligent training.

j. The actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants", or any direction or request, to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize "pollutants" or in any way respond to or assess the effects of "pollutants".

k. That part of any "claim" or "suit" seeking non-monetary relief including but not limited to, injunctive relief, declaratory relief, or any other equitable remedies.

l. "Property damage" to:

- (1) Property you own, rent or occupy;
- (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 any insured.

m. Nuclear energy liability for:

(1) "Bodily injury" or "property damage" against an insured who is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Underwriters, or Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such Policy but for its termination upon exhaustion of its limits of liability;

(2) "Bodily injury" or "property damage" arising from or caused by "hazardous properties" of "nuclear material" and with respect to any person or organization required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any subsequent amendment of the Act or the insured is, or had this Policy not been issued would be entitled to, indemnity from the United States of America, or any agency, under any agreement entered into in the United States of America, or any agency, with any person or organization; or

(3) "Bodily injury" or "property damage" arising from or caused by "hazardous properties" of "nuclear material" if:

(a) The "nuclear material" is at any "nuclear facility" owned by, or operated by or on behalf of an insured or has been discharged or dispersed from that "nuclear facility";

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by the insured of services, materials, parts or equipment in connection with planning, construction, maintenance, operation or use of any "nuclear facility". If such "nuclear facility", however is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to "property damage" to such "nuclear facility" and its property; or

(4) For any medical payment.

(5) Definitions as used in this exclusion:

(a) "Hazardous properties" mean radioactive, toxic, or explosive properties;

(b) "Nuclear material" means "source material", "special nuclear material", and "by-product material".

"Source material", "special nuclear material", and "by-product material" have meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

(c) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

(d) "Waste" means any waste material containing by-product and resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph (e) below.

(e) "Nuclear facility" means:

(i) Any nuclear reactor;

(ii) Any equipment or device designed or used for:

i. Separating the isotopes of uranium or plutonium;

ii. Processing or utilizing "spent fuel"; or

iii. Handling, processing or packaging "waste";

(iii) Any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

(iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

(6) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material.

n. Any liability for fines or penalties.

o. The rendering of, or failure to render, professional services by an attorney, a member of the medical profession, or the clergy while acting in the scope of their professional duties.

p. The ownership, maintenance, management, use, operation, control, "loading or unloading", or the entrustment to others of any aircraft, "auto", or watercraft:

a. Owned, operated by, rented, or loaned to any insured; or

b. Operated by any person on behalf of or in the course of employment by an insured.

q. Any liability arising out of your performance of any "off-duty services" whether for your "governmental employer" or not, unless your "governmental employer" has specifically sanctioned or approved those "off-duty services".

SECTION II – WHO IS AN INSURED

The following are insureds:

1. You; and

2. Each of the following are also insureds, but only with respect to such insured's liability for your "wrongful act":

a. Your heirs, executors, administrators, assigns, and legal representative in the event of your death, incapacity or bankruptcy;

b. Your "governmental employer" and its public officials, provided such political entity or subdivision is legally constituted at the inception of this Policy; and

c. Your employees and authorized volunteers.

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. Limits Of Insurance

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we shall pay regardless of the number of:

(1) Persons or organizations covered by this Policy; or

(2) Claimants, "claims" made, or "suits" brought.

b. The Aggregate Limit shown in the Declarations is the most we shall pay for all "losses" covered under this Policy.

c. Subject to b. above, the Each Wrongful Act Limit shown in the Declarations is the most we shall pay for all "loss" that results from a single "wrongful act".

d. All "claims" arising from continuous, repeated, or related "wrongful acts" shall be treated as one "wrongful act". Such "wrongful act" shall be considered to have taken place when the earliest "wrongful act" incident took place.

e. All "claims" arising out of a "wrongful act" shall be deemed to be made on the date that the first "claim" is made.

The Limits of Insurance of this Policy 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.

2. Deductible

a. You shall be responsible for the deductible amount, if any, shown in the Declarations. The deductible applies to each "wrongful act" and you may not insure against it. All "claims" arising from a single "wrongful act" or continuous, repeated, or related "wrongful acts" shall be subject to one deductible.

b. We may pay all or part of the deductible to settle a "claim" or "suit". You agree to repay us promptly after we notify you of the settlement.

SECTION IV – LAW ENFORCEMENT PROFESSIONAL LIABILITY CONDITIONS

1. Arbitration

Notwithstanding the Service of Suit provision, in the event of a disagreement as to the interpretation of this Policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three arbitrators consisting of two party-nominated (non-impartial) arbitrators and a third (impartial) arbitrator (hereinafter "umpire") as the sole and exclusive remedy. The party desiring arbitration of a dispute shall notify the other party, said notice to include the name, address and occupation of the arbitrator nominated by the demanding party.

The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the arbitrator nominated by it. The two arbitrators so selected shall, within 30 days of the appointment of the second arbitrator, select an umpire. If the arbitrators are unable

to agree upon an umpire, each arbitrator shall submit to the other arbitrator a list of three proposed individuals, from which list each arbitrator shall choose one individual. The names of the two individuals so chosen shall be subject to draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two of the three panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear the expenses of its designated arbitrator and shall jointly and equally share with the other the expense of the umpire and of the arbitration.

The arbitration proceeding shall take place in or in the vicinity of Morristown, NJ. The procedural rules applicable to this arbitration, shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

2. Bankruptcy

You or your estate's bankruptcy or insolvency does not relieve us of our obligations under this Policy.

3. Cancellation And Nonrenewal

a. Cancellation

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

(2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

(4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

(5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

b. Nonrenewal

If we decide not to renew this Policy, 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.

4. Changes

This Policy 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 Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

5. Conformance To Statute

To the extent a term of this Policy conflicts with a statute of the jurisdiction within which this Policy is issued, the term shall be deemed amended so as to conform to the statute.

6. Coverage Territory

We cover "wrongful acts" in the United States of America, its territories and possessions, Puerto Rico, or Canada, but only if a "claim" is made and a "suit is brought for such "wrongful act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

7. Duties In The Event Of A Wrongful Act, Claim Or Suit

a. If, during the "policy period", incidents or events occur in which you reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided, you shall, give written notice to us as soon as practicable. Such written notice shall contain:

(1) The identity of the person(s) alleging the "wrongful act";

(2) The identity of the insured(s) who allegedly were involved in the incidents or events;

(3) The date the alleged incidents or events took place; and

if you submit written notice containing items described in a. through c. above, then any "claim" or "suit" that may subsequently be made against an insured arising out of such incidents or events shall be deemed, for the purpose of this insurance, to have been first made during the "policy period" in effect at the time such written notice was submitted to us.

b. If a "claim" is made or a "suit" is brought against any insured, you shall:

(1) Immediately record the specifics of the "claim" and the date received, and

(2) Notify us as soon as practicable.

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

c. You and any other involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suits";

(2) Authorize us to obtain records and other information;

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

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

8. Examination Of Your Books And Records

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

9. Government Immunity

An insured may be entitled to government immunity. This Policy shall not constitute a waiver of any governmental immunity to which an insured is entitled.

10. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

11. Lawsuits Against Us

a. No one can sue us to recover under this Policy unless all of the terms have been honored.

b. A person or organization may sue us to recover up to the Limits of Insurance under this Policy only after your liability has been decided by:

- (1) Trial, after which a final judgement has been entered; or
- (2) A written settlement agreement signed by you, us, and the party making the "claim".

12. Multiple Policies

a. Two or more policies may be issued by us or other member companies of ours. These policies may provide coverage for:

- (1) "Claims" or "suits" arising from the same or related "wrongful act"; or
- (2) Persons of organizations covered in those policies that are jointly and severally liable.

b. In such a case, we shall not be liable under this Policy for an amount greater than the proportion of the "loss" that this Policy's applicable limit of insurance bears to the total applicable limits of insurance under all such policies.

Additionally, the total amount payable under all such policies is the highest applicable limit of insurance among all such policies.

13. Other Insurance

If during the "policy period" any other valid and collectible insurance is available to you for a "loss" we cover under this Policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any other insurance is also primary. Then, we shall share with that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis, that is:

(1) Effective prior to the beginning of the "policy period" shown in the Declarations of this insurance;

(2) Applies on other than a claims-made basis; and

(3) Has a "policy period" which continues after the retroactive date shown in the Declarations of this insurance.

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

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

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

We shall share the remaining "loss", if any, with any other insurance that is not described in this provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we shall also follow this method. Under this approach each insurer contributes equal amounts until it has

paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

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

14. Premium Audit

a. We shall compute all premiums for this Policy in accordance with our rules and rates.

b. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to you. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to you.

c. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

15. Premiums

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

16. Representations

By accepting this Policy, you agree:

a. That the statements in the application and Declarations are true, and they are your agreements and representations; and

b. That this Policy is issued in reliance upon the truth of those representations.

Any and all relevant provisions may be voidable by us in any case of fraud, intentional concealment, or misrepresentation of material fact by you.

17. Rights And Duties Of First Named Insured

You agree that when there is more than one person or organization covered under this Policy, the first Named Insured in the Declarations shall act on behalf of all insureds as to:

- a. Giving and receiving notice of cancellation;
- b. Payment of premiums and receipt of return premiums;
- c. Acceptance of any endorsements to this Policy; and
- d. Purchasing or deciding not to purchase the Supplemental Extended Reporting Period Endorsement.

18. Separation Of Insureds

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

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

19. Service Of Suit

In the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such "suit" may be made upon Counsel, Legal Department, Crum & Forster Specialty Insurance Company, 305 Madison Avenue, Morristown, New Jersey, 07960 or his or her representative, and that in any "suit" instituted against the Company upon this Policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, "suit", or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above

named Counsel as the person to whom the said officer is authorized to mail such process or true copy thereof.

20. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or parts of any payment we have made under this Policy, those rights are transferred to us. The insured shall do nothing to impair them. At our request, the insured shall bring "suit" or transfer those rights to us and help us enforce them.

21. Transfer Of Your Rights And Duties Under This Policy

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

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

22. Your Assistance And Cooperation

You agree to cooperate with and help us:

- a. Make settlements;
- b. Enforce any legal rights you or we have against anyone who may be liable to you;
- c. Attend depositions, hearings and trials; and
- d. Secure and give evidence, and obtain the attendance of witnesses.

You must not admit any liability, assume and financial obligation, or pay out any money without our prior consent. If you do, it shall be at your own expense.

SECTION V – EXTENDED REPORTING PERIODS

1. Automatic Extended Reporting Period

a. Subject to all of the terms and conditions set forth in this provision, you have an Automatic Extended Reporting Period of 60 days, starting at the end of the "policy period", during which "claims" arising out of "wrongful acts" that take place on or after the retroactive date but before the end of the "policy period", may be first made or brought.

b. This Automatic Extended Reporting Period:

(1) Does not extend the "policy period" or change the scope of coverage provided. We shall consider any "claim" first made or brought during this period to have been made on the last date on which this insurance is in effect;

(2) Shall apply only if this insurance is cancelled or nonrenewed for any reason. Coverage under this period may not be canceled; and

(3) Shall not apply to "claims" if other insurance you buy covers such "claims" or would cover such "claims" if the Limits of Insurance of the other insurance had not been exhausted.

c. The Limits of Insurance under this Policy shall not be reinstated or increased for "claims" first made or brought during the Automatic Extended Reporting Period.

2. Supplemental Extended Reporting Periods

a. Starting at the end of the "policy period", you shall have the right to purchase a Supplemental Extended Reporting Period, beginning upon the expiration of the Automatic Extended Reporting Period. The additional premium for the Supplemental Extended Reporting Period shall be calculated in accordance with our rules and rates. You do not have this right, however, if we cancel for non-payment of premium.

b. The Supplemental Extended Reporting Period applies only to "claims" from "wrongful acts" that take place on or after the retroactive date and before the end of the "policy period".

c. To obtain the Supplemental Extended Reporting Period, you must request it in writing within 60 days after the expiration of the "policy period" and pay the additional premium when due. If you do so, the Supplemental Extended Reporting Period cannot be canceled. If we do not receive the written request and payment as required, you may not exercise this right at a later date.

d. The Limits of Insurance that apply at the end of the "policy period" are not reinstated or increased until the Supplemental Extended Reporting Period becomes effective and the Automatic Extended Reporting Period has expired.

e. If the Supplemental Extended Reporting Period, as described in a. through d. above, is chosen by checking the appropriate box in the Declarations and the additional premium is paid:

(1) You shall have a period of one year following the Supplemental Extended Reporting Period Effective Date, shown in the Declarations, during which "claims" arising out of "wrongful acts" that take place on or after the retroactive date but before the end of the "policy period", may be first made or brought.

(2) Notwithstanding any other provision of this Policy, the Supplemental Extended Reporting Period shall not provide coverage for any "wrongful acts" occurring after the Supplemental Extended Reporting Period Effective Date.

(3) The Limits of Insurance shall be reinstated in full, but shall only apply to "claims" from "wrongful acts" which take place on or after the retroactive date but before the end of the "policy period" and are first made on or after the Supplemental Extended Reporting Period Effective Date.

SECTION VI – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads including attached machinery or equipment. "Auto" does not include "mobile equipment".

2. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person including death resulting from any of these at any time.

3. "Claim" means a demand for money".

4. "Discrimination" means conduct with respect to any person in violation of federal, state or local law because of race, color, religion, national origin, age, sex, marital status, sexual orientation, handicap, pregnancy, chronic medical condition, obesity or other protected category or characteristic established pursuant to any applicable United States federal, state or local statute.

5. "Governmental employer" means the political entity or subdivision that employs you as an officer of the law.

6. "Loss" means damages, judgements and settlements from any "claim" or "suit".

7. "Loading and unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.

But "loading and unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is attached to the aircraft, watercraft or "auto".

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

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

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles other than those described in a., b., c., or d. above that are maintained primarily for purposes other than the transportation of persons or cargo.

Self-propelled vehicles, however, with the following types of permanently attached equipment are not "mobile equipment" by shall be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressor, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Off-duty services" means those law enforcement activities that you perform while off the clock.

10. "On-duty services" means those law enforcement activities you perform on the clock as required by your "governmental employer" or those law enforcement activities you perform that are sanctioned or approved by your "governmental employer" .

11. "Personal injury" means injury other than "bodily injury" arising out of one or more of the following:

- a. False arrest, wrongful detention, or wrongful imprisonment;
- b. Malicious prosecution;
- c. Assault and battery from the use of reasonable force to protect persons or property;
- d. "Discrimination" unless uninsurable by law;
- e. Humiliation;
- f. False or improper service of process;
- g. Violation of property rights;
- h. Violation of civil rights;
- i. Wrongful eviction or wrongful entry, or other violation of the right of private occupancy; and
- j. The oral or written publication of material that:
 - (1) Defames, slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - (2) Violates a person's right of privacy.

"Personal injury", however, does not include the oral or written publication of material in the course of, or related to, advertising, broadcasting, telecasting, or videotaping activities conducted by or on behalf of any insured.

12. "Policy period" means the period commencing on the effective date shown in the Declarations and ending on the earlier of the expiration date or the effective date of cancellation or nonrenewal of this Policy. If any insured became an insured under this Policy after the effective date, the "policy period" begins on the date that the insured became and insured and ends the earlier of the expiration date or the effective date of cancellation or nonrenewal of this Policy.

13. "Pollutant" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes but is not limited to, material to be recycled, reconditioned or reclaimed, as well as medical waste.

14. "Property damage" means:

a. Physical injury to, or destruction of, tangible property including the loss of use of it; or

b. Loss of use of tangible property, which has not been physically injured or destroyed.

15. "Suit" means a civil proceeding seeking monetary damages and includes arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages or an administrative proceeding arising from a "claim", to which the insured shall submit or may submit with our consent.

"Suit" does not mean any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.

16. "Wrongful act" means any negligent act, error, or omission in performing or failing to perform services.

LAW ENFORCEMENT PROFESSIONAL LIABILITY POLICY DECLARATIONS

Item 1: Named Insured & Address:

National Police Coverage Association
910 Sandhills Blvd
Aberdeen, NC 28315

Item 2: Policy Period: from 02/01/2022 to 02/01/2023 at 12:01 A.M. Standard Time at your (inception date) (expiration date) mailing address shown above. Retroactive Date: 02/01/2022

Description of Business: Law Enforcement

Entity Type: Association

Item 3: Forms that form a part of this policy:

This policy consists of the following forms. The premium shown below may be subject to adjustment.

Coverage Forms/Policies:

Refer to Forms Schedule

LIMITS OF INSURANCE:

AGGREGATE LIMIT: **\$ 25,000**

EACH WRONGFUL ACT LIMIT: **\$ 25,000**

DEDUCTIBLE: **\$ 0.00**

Premium:

Terrorism – Certified Acts (if applicable) \$

Premium \$ 1

Taxes & Surcharges (if applicable) \$

Total \$ 1

Supplemental Extended Reporting Period Additional SERP Premium \$ 1

Supplemental Extended Reporting Period Effective Date: 04/01/2023 At 12:01 A.M.
Standard Time

IN RETURN FOR PAYMENT OF THE TOTAL AMOUNT, AND SUBJECT TO ALL THE
TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS
STATED IN THIS POLICY.