



DARWIN NATIONAL ASSURANCE COMPANY

(A member company of Allied World Assurance Company Holdings Ltd.)

1690 New Britain Avenue, Farmington, CT 06032 ·Tel. (860) 284-1300 · Fax (860) 284-1301

**POLICE PROFESSIONAL LIABILITY
OCCURRENCE POLICY**

POLICY NUMBER: 0202-3634

RENEWAL OF: 0202-3634

NOTICES

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM LAW ENFORCEMENT OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD. GENERALLY, DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMITS OF LIABILITY. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

DECLARATIONS

ITEM 1. NAMED INSURED:

Ohio House of Representatives

ADDRESS:

c/o Office of Risk Management
4200 Surface Road
Columbus, OH 43228

ITEM 2. POLICY PERIOD:

Inception Date: 07/01/2016

Expiration Date: 07/01/2017

(12:01 a.m. Standard Time at the address stated in Item 1)

ITEM 3. LIMITS OF LIABILITY

(a) EACH LAW ENFORCEMENT OCCURRENCE LIMIT OF LIABILITY

\$1,000,000 Insurer's maximum Limit of Liability for all Loss, each Law Enforcement Occurrence;

(b) POLICY AGGREGATE

\$1,000,000 Insurer's maximum aggregate Limit of Liability for all Loss from all Claims, all Law Enforcement Occurrences.

ITEM 4. RETENTION:

\$5,000 each and every Law Enforcement Occurrence

ITEM 5. NOTICES REQUIRED TO BE GIVEN TO THE INSURER MUST BE ADDRESSED TO:

Notice of Claims and Circumstances: NoticeofLoss@AWAC.com

All Other Notices: Darwin Professional Underwriters, Inc.
1690 New Britain Avenue
Farmington, CT 06032

ITEM 6. POLICY PREMIUM: \$4,309.00

Total Policy Premium: \$4,309.00

ITEM 7. ENDORSEMENTS ATTACHED AT ISSUANCE:

See Schedule of Forms and Endorsements

THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE INSURED RELATING TO THIS INSURANCE.

In Witness Whereof, the Insurer has caused this Policy to be executed by its authorized officers.



Authorized Representative | 06/28/2016
Date

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
DRWN PPL OCC 1005	2012-02-01	Declarations Page
SAA-100	1998-08-01	Schedule of Policy Forms and Endt's.
IL 00040 00	2014-10-01	Name Change Endorsement
DRWN PPL OCC 1000	2012-02-01	Police Professional Occurrence Insurance Policy
e1171 OCC	2012-08-01	Ohio Amendatory Endorsement
PGU 1068	2012-02-01	Carveback to Pollution Exclusion - Use of Mace, Teargas

ENDORSEMENT NO.

NAME CHANGE ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on 07/01/2016 , forms part of

Policy No. 0202-3634

Issued to Ohio House of Representatives

Issued by Darwin National Assurance Company

In consideration of the premium charged, it is hereby agreed that all references to “Darwin National Assurance Company” are amended to read: Allied World Specialty Insurance Company.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative



**POLICE PROFESSIONAL LIABILITY
OCCURRENCE INSURANCE POLICY**

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM LAW ENFORCEMENT OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD. DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMITS OF LIABILITY. 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 **Insurer**, including the statements made in the **Application**, the **Insurer** and the **Insureds**, 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. Police Professional Liability

The **Insurer** will pay on behalf of any **Insured**, excess of the Retention and subject to the Limits of Liability set forth in the Declarations, **Loss** which the **Insured** is legally obligated to pay as a result of a **Claim** against an **Insured** for a **Law Enforcement Occurrence** that takes place during the **Policy Period**.

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

B. ADDITIONAL COVERAGES

(1) Loss of Earnings

The **Insurer** will pay on behalf of any **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured** at the **Insurer's** request to assist the **Insurer** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most the **Insurer** shall pay shall be \$500 per day, per **Insured**. Such "expenses," as used herein, shall not include salaries paid to officials, officers or employees of the **Named Insured** in the normal course of business.

(2) Emergency Medical Expenses Coverage

The **Insurer** will pay on behalf of any **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured**, or charged to the **Insured** by third parties, for first aid or emergency medical care or assistance rendered in good faith to any ill or injured person, in connection with a **Law Enforcement Occurrence** resulting in **Bodily Injury** which is covered under this Policy.

II. 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 an **Insured** by an entity or a person who is not an **Insured**: 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 an **Insured** for a **Law Enforcement Occurrence**;
 - (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 **Insured** must submit or does submit with the **Insurer’s** consent.
- 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 **Insured** at the specific written request of the **Insurer** to assist the **Insurer** in the investigation, defense or appeal of a **Claim**.
- “**Defense Expenses**” do not include: (a) amounts incurred by the **Insured** prior to the date a **Claim** is first made and reported to the **Insurer**; or (b) compensation or benefits of any **Insured Person** or any overhead expenses of the **Insured**.
- 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. **"Insured"** shall have the meaning described in Section IV. of this Policy, WHO IS AN INSURED.
- I. **"Insured Contract"** means a written mutual law enforcement assistance agreement or contract between the **Named Insured** and another government entity or political subdivision, under which the **Named Insured** 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 an **Insured**. "Tort liability," as used herein, means liability that would be imposed by law in the absence of any contract or agreement.
- J. **"Insurer"** means the Company identified in the Declarations.
- K. **"Law Enforcement Activities"** means:
- (1) law enforcement-related duties conducted by any **Insured** for or on behalf of the **Named Insured**;
 - (2) **Off-Duty Activities**;
 - (3) law enforcement assistance rendered by any **Insured** pursuant to an **Insured Contract**; or
 - (4) any special event or activity conducted by any **Insured** for or on behalf of the **Named Insured**; provided that there is no increase in staffing for the **Named Insured** due to such special event or activity.
- L. **"Law Enforcement Occurrence"** means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which takes place during the **Policy Period** and results in:
- (1) **Personal Injury**, and which arises out of, and is committed during the course and scope of, **Law Enforcement Activities**;

- (2) **Bodily Injury or Property Damage**, and which arises out of the ownership, maintenance or use of **Premises** by the **Insured** for the purpose of conducting **Law Enforcement Activities**; or
- (3) **Bodily Injury or Property Damage**, and which results from an actual or alleged act, error or omission, neglect or breach of duty by an **Insured** that arises out of, and is committed during the course and scope of **Law Enforcement Activities**.

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 an **Insured** is legally obligated to pay as a result of a **Law Enforcement Occurrence** 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 Insured**” means the entity set forth in ITEM 1. of the Declarations.

P. “**Off-Duty Activities**” are departmentally approved, law enforcement-related, off-duty activities or services performed by an **Insured**, or employment of an **Insured**, for an entity other than the **Named Insured**, as disclosed on the **Application** for this Policy.

Q. “**Personal Injury**” means the following, when alleged against an **Insured** by an entity or a person who is not a past or present **Insured**:

- (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 **Insured**;

- (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 ITEM 2. of the Declarations, to the Expiration Date of this Policy set forth in ITEM 2. of 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 and means adjoining such premises on land;
 - (2) any jail, holding cell, detention or lock-up facility, owned or leased by, and operated by, the **Named Insured** at the location designated in ITEM 1. of the Declarations; and
 - (3) 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. **“Retention”** means the amount shown in Item 4. of the Declarations that the **Insured** must contribute to **Loss** and **Defense Expenses**.
- W. **“Terrorism”** means “Certified Acts” as defined by the Terrorism Risk Insurance Act of 2002 (TRIA) and as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. Pursuant to such Acts as currently written, a “Certified Act” is any act that is certified by the Secretary of the Treasury of the United States of America: to be an act

of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the U.S. (or outside of the U.S. in the case of certain air carriers, vessels, and U.S. missions); and to have been committed by an individual or individuals acting as part of an effort to coerce the civilian population of the U.S. or to influence the policy or affect the conduct of the U.S. Government by coercion.

III. EXCLUSIONS

A. The **Insurer** shall not pay **Loss**, but shall only pay **Defense Expenses**, from any **Claim** brought about or contributed to in fact by:

- (1) any deliberate misconduct or deliberate dishonest, fraudulent, criminal or malicious act, error or omission by any **Insured**;
- (2) any willful violation by any **Insured** of any law, statute, ordinance, rule or regulation; or
- (3) any **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

The applicability of EXCLUSIONS A(1), A(2) and A(3) to any specific **Insured** may be determined by an admission of such **Insured**, a finding, or a final adjudication in the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**. If any specific **Insured** in fact engaged in the conduct specified in EXCLUSIONS A(1), A(2) or A(3), such **Insured** shall reimburse the **Insurer** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

B. The **Insurer** 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 **Insured** 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 **Insured** under any contract or agreement; provided that this Exclusion B(6) shall not apply to liability:
 - (a) assumed in an **Insured Contract** provided the **Law Enforcement Occurrence** occurs subsequent to the execution of such **Insured Contract**; or
 - (b) that the **Insured** would have had in the absence of the contract or agreement;
- (7) **Personal Injury** or **Bodily Injury** to:
 - (a) an employee of the **Insured** arising out of and in the course of employment by the **Insured**;
 - (b) an auxiliary law enforcement officer or volunteer law enforcement officer, or reserve officer, while serving under the direction and control of the **Insured**; 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 **Insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This Exclusion B(7) shall not apply to liability assumed by the **Insured** under an **Insured 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 **Insured**; or
 - (b) **Auto**, watercraft, aircraft, motorcycle or other motorized unit operated by any person in the course of his or her employment for the **Insured**;
- (9) **Property Damage** to:
 - (a) property which is owned or rented by, loaned to, or occupied by, any **Insured**;

(b) premises which have been sold, given away, or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises; or

(c) property in the care, custody and control of any **Insured**;

provided, however, that this Exclusion B(9) shall not apply to property on persons, other than **Insureds**, 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 **Insured**, for any entity or individual other than the **Named Insured**; provided, however, that this Exclusion B(11) shall not apply if such professional services constitute **Law Enforcement Activities**.

IV. WHO IS AN INSURED

Each of the following is an **Insured** under this Policy:

A. the **Named Insured**;

B. past, present or future, full or part-time employees of the **Named Insured**;

C. past, present or future, lawfully elected, appointed or employed officials of the **Named Insured**, 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 Insured**, 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 Activities** 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 Activities** 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 Insured** 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 Insured**;

H. if the **Named Insured** is providing **Law Enforcement Activities** for an educational institution, the educational institution and its employees and administrators are **Insureds**, but only with respect to vicarious liability arising out of the **Law Enforcement Activities** of the **Named Insured**.

V. LIMITS OF LIABILITY

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

A. Each Law Enforcement Occurrence Limit of Liability

Subject to the Policy Aggregate Limit of Liability, the amount set forth in ITEM 3(a) of the Declarations shall be the maximum Limit of Liability of the **Insurer** for all **Loss**, in excess of the Retention set forth in ITEM 4. of the Declarations, resulting from all **Claims** arising out of a single **Law Enforcement Occurrence** for which this Policy provides coverage.

B. Policy Aggregate Limit of Liability

The amount set forth in ITEM 3(b) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for all **Law Enforcement Occurrences** for which this Policy provides coverage.

C. Payment of Defense Expenses:

Defense Expenses shall be paid in addition to the Limits of Liability, and payment of **Defense Expenses** by the **Insurer** shall not reduce such Limits of Liability.

D. Retention:

The obligation of the **Insurer** to pay **Loss** or **Defense Expenses**, or to defend any **Claim**, will only be in excess of the Retention set forth in ITEM 4. of the Declarations. The **Insurer** will have no obligation whatsoever, either to the **Insureds** or to any other person or entity, to pay all or any portion of any Retention amount on behalf of any **Insured**, although the **Insurer** will, at its sole discretion, have the right and option to advance such amount, in which event the **Insureds** agree to repay the **Insurer** any amounts so advanced.

F. Related Occurrences:

All **Loss** from **Claims** based on or arising out of the same act or interrelated acts of one or more **Insureds**, or the same or interrelated **Law Enforcement Occurrences** will be deemed to arise out of a single **Law Enforcement Occurrence**, which **Law Enforcement Occurrence** shall be deemed to take place at the time of the first event resulting in **Personal Injury, Bodily Injury** or **Property Damage**; and only one "Each Law Enforcement Occurrence" Limit of Liability, and only one Retention, will be applicable to all such **Loss**.

All **Loss** from **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 to arise out of a single **Law Enforcement Occurrence**.

VI. CONDITIONS

A. Defense and Settlement of Claims:

- (1) No **Insured** may incur any **Defense Expenses** or admit liability for, or settle, or offer to settle, any **Claim** without the **Insurer's** written consent.
- (2) The **Insurer** will have the right to make investigations and conduct negotiations and to enter into the settlement of any **Claim** as the **Insurer** deems appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with the **Insurer's** recommendation, then, subject to the applicable Limit of Liability set forth in ITEM 3. of the Declarations, the **Insurer's** liability for such **Claim** will not exceed:
 - (a) the amount for which such **Claim** could have been settled by the **Insurer** plus **Defense Expenses** up to the date the **Insured** 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 **Insured** at its own risk and will be uninsured.

- (3) The **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or pay or reimburse any expenses under Section I.B. of this Policy, or to defend or continue to defend any **Claim**, after the applicable Limit of Liability, as set forth in ITEM 3. of the Declarations, has been exhausted by the payment of **Loss**. If the **Insurer's** maximum aggregate Limit of Liability, as set forth ITEM 3(b) of the Declarations, is exhausted by the payment of **Loss**, the entire premium will be deemed fully earned and the **Insurer** 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 **Insurer** will have no duty to defend such **Claim**, or to pay **Defense Expenses** incurred by or on behalf of any **Insured** in connection with such **Claim** or to contribute to any

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

C. Cooperation; Subrogation:

In the event of a **Claim**, the **Insured** will provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests, and will do nothing that may prejudice the **Insurer's** position or potential or actual rights of recovery. At the **Insurer's** request, the **Insured** 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 **Insurer** will be subrogated to the extent of any payment to all of the rights of recovery of the **Insured**. The **Insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in their name. The obligations of the **Insured** under this CONDITION C. will survive the expiration or cancellation of the Policy.

D. Reporting of Claims and Law Enforcement Occurrences:

- (1) The **Insured** must promptly give the **Insurer** written notice of any **Law Enforcement Occurrence** which may subsequently give rise to a **Claim**, including a description of the **Law Enforcement Occurrence** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Law Enforcement Occurrence**, the damages which may result from such **Law Enforcement Occurrence** and the circumstances by which the **Insured** first became aware of such **Law Enforcement Occurrence**.
- (2) As a condition precedent to any right to payment in respect of any **Claim**, the **Insured** must give the **Insurer** written notice of such **Claim**, with full details, as soon as practicable after it is made and a senior officer, official or administrator of the **Named Insured** becomes aware of such **Claim**.
- (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 **Insurer** at the physical or email address set forth in ITEM 5. of the Declarations.

E. Cancellation; No Obligation to Renew:

- (1) The **Insurer** may not cancel this Policy except for failure to pay a premium when due. The **Insurer** will deliver or mail by first class, registered or certified mail to the **Named Insured** at its last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.
- (2) The **Named Insured** may cancel this Policy by mailing to the **Insurer** written notice stating when, not later than the Expiration Date set forth in ITEM 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in ITEM 6.

of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time cancellation by the **Named Insured** is effective or as soon as practicable thereafter.

- (3) The **Insurer** will not be required to renew this Policy upon its expiration. If the **Insurer** elects not to renew this Coverage Section, the **Insurer** will deliver or mail by first class, registered or certified mail to the **Named Insured** at its last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in ITEM 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

F. Representations:

The **Insured** 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 Insureds; Protection for Innocent Insureds:

- (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 **Insured** who knew of such untruth, misrepresentation or omission; and
 - (b) with respect to the **Named Insured**, if, and only if, the Chief of Police or Deputy Chief of Police of the **Named Insured**, or any other person in a functionally equivalent position within the **Named Insured**, or the signer of the **Application**, knew of such untruth, misrepresentation or omission.
- (2) No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any Exclusion set forth in Section III. of this Policy. If it is determined that an Exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and Exclusions herein.

H. No Action against Insurer:

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

Insurer be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

I. Inspection and Surveys:

- (1) The **Insurer** has the right, but is not obligated to:
 - (a) make inspections and surveys at any time;
 - (b) give reports on the conditions the **Insurer** finds; and
 - (c) recommend changes to the **Insured**.
- (2) Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. The **Insurer** 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 I. applies not only to the **Insurer**, but to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on the **Insurer's** behalf.

J. Insolvency of Insured:

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

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 **Insurer** or any affiliate thereof, to the **Named Insured**, or to any public entity or political subdivision:

- (1) which shares an operational budget with the **Named Insured**;
- (2) which receives its funding or budget from the same tax base as the **Named Insured**; or
- (3) operates or has jurisdiction over the **Named Insured** or which is operated by or under the jurisdiction of the **Named Insured**;

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 Occurrences** taking place anywhere in the world, or to any **Claim** brought against any **Insured** anywhere in the world.

M. **Authorization and Notices:**

The **Insureds** agree that the **Named Insured** will act on their behalf with respect to receiving any notices and return premiums from the **Insurer**.

N. **Changes:**

Notice to or knowledge possessed by any agent or other person acting on behalf of the **Insurer** will not affect a waiver or change in any part of this Policy or estop the **Insurer** 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 **Insurer** without its consent.

P. **Entire Agreement:**

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between them and the **Insurer** 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.

In witness whereof, the Insurer has caused this Policy to be executed on the Declarations Page.

ENDORSEMENT NO.

OHIO AMENDATORY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on 07/01/2016 , forms part of

Policy No. 0202-3634
Issued to Ohio House of Representatives
Issued by Darwin National Assurance Company

This endorsement modifies insurance coverage provided under policies issued in the State of Ohio.

- A. The references in Section II. DEFINITIONS, Subsection N., the definition of “**Loss**” relating to punitive, exemplary and multiplied damages, are deleted in their entirety, and no coverage shall be available for punitive, exemplary or multiplied damages under this Policy.
- B. In consideration of the premium charged, it is hereby agreed that Section VI. CONDITIONS, Subsection E. Cancellation; No Obligation to Renew, paragraph (2) is deleted in its entirety and replaced by the following:

“(2) The **Named Insured** may cancel this Policy by surrendering the Policy to the **Insurer** or its authorized agent or by mailing to the **Insurer** written notice stating when, not later than the Expiration Date set forth in ITEM 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in ITEM 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time that cancellation by the **Named Insured** is effective or as soon as practicable thereafter.”

This amendatory endorsement shall supercede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this amendatory endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.


Authorized Representative

ENDORSEMENT NO.
CARVEBACK TO POLLUTION EXCLUSION
USE OF MACE, TEARGAS

This Endorsement, effective at 12:01 a.m. on 07/01/2016 , forms part of

Policy No. 0202-3634
Issued to Ohio House of Representatives
Issued by Darwin National Assurance Company

In consideration of the premium charged, it is hereby agreed that Section III. EXCLUSIONS, Subsection B(2) is amended to read as follows:

“(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;

provided however, that this Exclusion shall not apply to the handling or use of tear gas, mace, pepper spray or any similar substance used by an **Insured** in the ordinary course of **Law Enforcement Activities;**”

All other terms, conditions and limitations of this Policy shall remain unchanged.


Authorized Representative