

Thank You!

You are now part of the Berkley family.

Placing your insurance coverage with Berkley Assurance Company means you are covered by one of the nation's premier commercial property and casualty providers.

You can rest assured knowing you are covered by a company with strong financial ratings:

A.M. Best: A+ (Superior) Financial Size Category XV
Standard & Poor's: A+ (Strong)

Your policy is being managed by Verus Underwriting Managers, one of W.R. Berkley's team of 53 operating units. Our talented staff is committed to providing excellent customer service to our insureds.

To learn more about W.R. Berkley Corporation, please visit our website at www.wrberkley.com

Contact Information:

If you have general questions about your policy or coverage, please contact the Retail Agent from whom you purchased your policy.

Claims:

For Claims, please contact Verus Underwriting Managers:

Toll Free: 877.598.3787

Fax: 804.525.1362

email: newclaims@verusins.com

4820 Lake Brook Drive . Suite 200 . Glen Allen VA 23060



W. R. BERKLEY INSURANCE GROUP™

PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms; and/or
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from a consumer reporting agency; and/or
- Information we receive from inspection reports.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as insurance agents and/or brokers

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Policyholder Notice

Claims Reporting Instructions

In the event of any “occurrence” that may result in a claim against this policy you should immediately report the incident to your agent or to Verus Underwriting Managers. For more specific detail as to your reporting requirements please review the Conditions requirement contained in your policy that defines your “Duties in the Event of an Occurrence, Offense, Act, Error or Omission, Claim or Suit”.

New claims can be reported by email, fax, mail or phone 24 hours a day, 7 days a week.

Email: NewClaims@verusins.com or VUMClaims@verusins.com

Fax: 804-525-1362

Mail: Verus Underwriting Managers

Attention: Claims Department

4820 Lake Brook Drive, Suite 200

Glen Allen, Virginia 23060

Phone: 804-525-1360

877-598-3787

BERKLEY ASSURANCE COMPANY

A Stock Corporation

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260

INDIVIDUAL POLICE OFFICER PROFESSIONAL LIABILITY DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY

POLICY NUMBER:

NEW

NAMED INSURED AND ADDRESS:

PRODUCER'S NAME AND ADDRESS:

ITEM 2. POLICY PERIOD: to at 12:01 a.m. Standard Time at your mailing address shown above.

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

ITEM 3. LIMITS OF INSURANCE:

Member Each Claim Limit	Per "Insured Member" Certificate Of Insurance
Member Aggregate Limit	Per "Insured Member" Certificate Of Insurance
Total Aggregate Limit	\$10,000,000

ITEM 4. RETROACTIVE DATE:

"Insured Member"	Per "Insured Member" Certificate Of Insurance But In Not Event Earlier Than <<RDI>>
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ITEM 5. PREMIUM:

TOTAL PREMIUM	\$
TERRORISM ADDITIONAL PREMIUM	\$
ADVANCE PREMIUM	\$
POLICY MINIMUM EARNED PREMIUM	\$

ITEM 6. FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made a part of the policy at time of issue:
SEE SC-FORMS (10-17) – SCHEDULE OF FORMS AND ENDORSEMENTS.

NOTICE TO THE INSURED:

POLICY NO:

NAMED INSURED:

[Empty box for Policy No and Named Insured]

NAME AND ADDRESS OF UNDERWRITING OFFICE:

Verus Underwriting Managers
4820 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Phone: 804-525-1360 See Claims Notice for Claims contact information.

THESE DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND ANY ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IN WITNESS WHEREOF, Berkley Assurance Company have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Philip S. Welt
Secretary



W. Robert Berkley, Jr.
President

SPECIAL

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: 30000478977
Named Insured: ProTect Shield Massachusetts

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY AT INCEPTION:

FORM NUMBER	FORM TITLE
VUM 99 40 02 17	Policy Cover Page 2017
SC-PPLPT 11 20	ProTect Shield - Declarations Page
SC-FORMS (10-17)	Schedule of Forms and Endorsements
VPPL 00 21 11 20	ProTect Shield - Individual Police Officer Liability Coverage
VUM SOS 01 16	Service of Suit

SPECIMEN

THIS POLICY PROVIDES CLAIMS-MADE AND REPORTED COVERAGE.
PLEASE READ IT CAREFULLY.

INDIVIDUAL POLICE OFFICER PROFESSIONAL LIABILITY COVERAGE PART

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. As a claims-made and reported policy, this Policy contains very strict claim reporting requirements, which must be followed as conditions precedent to coverage. The terms of this Policy are contractual and not merely recitals and all information supplied by any "insured member" to obtain coverage, constitute warranties of the "insured member" and Named Insured to the Company.

Throughout this Policy the words "you" and "your" refer to the "Insured Members" of this Policy any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**. The words "we," "us," "our" or the "Company" refer to BERKLEY ASSURANCE COMPANY.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I - COVERAGES

A. COVERAGES – BODILY INJURY, PROPERTY DAMAGE OR PERSONAL INJURY LIABILITY

1. Insuring Agreement

a. We will pay on your behalf those sums that you become legally obligated to pay as "damages" because of "bodily injury", "property damage" or "personal injury" arising out of a "wrongful act" during the course and scope of "law enforcement duties" to which this insurance applies. We will have the right to defend any "claim" or "suit" seeking those "damages". In determining whether a "claim" is covered, we have the right to consider evidence outside of the allegations set forth in any "suit" brought against you. We may at our discretion investigate and settle any "claim" or "suit" that may result, but any obligation we may have to provide you such defense will immediately terminate:

- 1) when the amount we will pay for "damages" or **SUPPLEMENTARY PAYMENTS**, as described in **SECTION III - LIMITS OF INSURANCE** is exhausted; or
- 2) if you violate any of the conditions set forth in this Policy.

No other obligation to pay sums or perform acts or services is covered under this Policy unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to "bodily injury", "property damage" or "personal injury" only if:

- 1) the "bodily injury", "property damage" or "personal injury" is a result of a "wrongful act" arising out the course and scope of your "law enforcement duties";
- 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 and must take place within the United States of America (including its territories and possessions); and
- 3) a "claim" for "damages" arising out of a "wrongful act" is first made against you and reported to us, in accordance with Paragraph c. below, during the policy period or the Extended Reporting Period as provided under **SECTION V – EXTENDED REPORTING PERIOD**.

- c. The date of the “wrongful act” is the date upon which such “wrongful act” occurred regardless of the date of the ‘wrongful act’ is first discovered to have occurred or when “damages” from such ‘wrongful act’ are first discovered or first manifest or reported.
- d. We have the sole right, but not the duty, under this Policy to settle those otherwise covered “claims” for which the proposed amount to be paid as “damages” does not exceed the applicable Limits of Insurance. Any such settlement will be binding upon “insured member” and will not require the “insured members” prior consent or ratification.

2. Exclusions

This insurance does not apply to, and we will not be obligated to defend you against or pay “damages” on your behalf for, any of the following:

- a. "Bodily injury", "property damage" or "personal injury" for which you are obligated to pay “damages” by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for “damages”:
 - 1) assumed in in a contract or agreement specifically approved by the Company by endorsement to this Policy, provided the “damages” occur subsequent to the execution of the contract or agreement; or
 - 2) that you would have in the absence of the contract or agreement.
- b. Any obligation of yours under a worker’s compensation, disability benefits, unemployment compensation law or any similar law, Employee Retirement Income Security Act of 1974 or any law relating to any employer/employee benefits, including acts arising out of class action suits.
- c. "Bodily injury", "property damage" or "personal injury" to:
 - 1) any “insured member” arising out of and in the course of the conduct of the “insured member’s” business or “insured member’s” activities;
 - 2) any independent contractor, volunteer or other person engaged in the course of the conduct of the “insured member’s” business or “insured member’s” activities; or
 - 3) the spouse, child, parent, brother or sister of that “insured member”, as a consequence of (1) above.

This exclusion applies:

- 1) whether you may be liable as an employer or in any other capacity; and
 - 2) to any obligation to share “damages” with or repay someone else who must pay “damages” because of the "bodily injury" or "property damage".
- d. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, chartering, operation, rental, service, maintenance or entrustment to others of any aircraft, "auto", mobile equipment or watercraft owned or operated by or rented or loaned to you. Use includes "loading or unloading" of persons or property onto any aircraft, “auto” or watercraft, utility vehicle, mobile equipment, including any apparatus attached thereto.
 - e. "Property damage" to:
 - 1) property you own, rent, or occupy;
 - 2) property loaned to you; or
 - 3) personal property in your care, custody or control, except property of persons in custody by virtue of arrest or detention;

- f. Any "claim" or "suit" for loss, cost or expense incurred by you which any "insured member" may be held liability by reason of:
 - 1) causing or contributing to the intoxication of any person; or
 - 2) the use of alcohol, narcotics, intoxicants, or illegal drugs.
- g. Any "claim" or "suit" for loss, cost or expense incurred by you arising out of the ownership, boarding or use of any kind of animal, whether or not domesticated.
- h. Any "claim" or "suit" for loss, cost or expense incurred by you or others for loss of use, withdrawal, recall, inspection, repair, replacement or adjustment of your "law enforcement duties".
- i. Any "claim" or "suit" for "damages" arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by you or with your knowledge or consent.
- j. Any "claim" or "suit" for "damages" arising out of acts of fraud, dishonesty, malicious or criminal acts or omissions committed by you or at your direction with affirmative dishonesty or actual intent to deceive or defraud.
- k. Any "claim" or "suit" arising out of the misappropriation of funds, conversion, theft, embezzlement, failure to maintain any insurance or bond, insolvency, receivership, bankruptcy, liquidation or financial inability of the Named Insured or "insured member" to pay off an insurance company or surety.
- l. Any "claim" or "suit" arising out of an "insured members":
 - 1) Conversion, defalcation or commingling of funds, embezzlement, misappropriation or improper use of funds;
 - 2) Illegally gained profit, remuneration or monetary advantage; or
 - 3) Inability or failure to pay, collect, safeguard or return any funds.However, this exclusion shall not apply to any "insured member" who did not personally commit, participate in, acquiesce to or remain passive after having personal knowledge of any of the activities listed in Paragraphs 1) through 3) of this exclusion.
- m. Any "claim" filed under:
 - 1) the Racketeer Influenced and Corrupt Organization Act; or
 - 2) any other statute or regulation, including laws prohibiting monopolization or unlawful restraint of trade, business or profession.
- n. Any "claim" or "suit" alleged by:
 - 1) one "insured member" against any other "insured member" or Named Insured;
 - 2) any division or department of any employer or governmental employer of the "insured member" or any entity controlled or managed by the "insured member"; or
 - 3) any officer, director, manager, principal owners or employees of any of entity that employs the "insured member".
- o. Any "claim" or "suit" seeking relief or redress in any form other than compensatory damages including, but not limited to, claims for injunctions, temporary restraining orders, or other equitable relief or requiring any "insured member" to take any action other than the payment of compensatory damages.

p. Any "claim" or "suit" arising out of:

1) any actual or alleged:

(a) refusal to employ;

(b) termination of employment; or

(c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, libel, slander or malicious prosecution directed at that person.

This exclusion applies:

1) whether the "wrongful act" causing event describe in paragraphs 1.(a), 1.(b) or 1.(c) above occurs before employment, during employment or after employment of that person;

2) whether you may be held liable as an employer or in any other capacity; and

3) to any obligation to share "damages" with or to repay someone else who must pay "damages" because of the "claim" or "suit".

q. Any "claim" or "suit" seeking punitive or exemplary damages, fines, statutory penalties or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award or the return or restitution of legal fees, costs or expenses regardless of whether or not the damages are deemed or awarded based upon the conduct of the "insured member" or upon the conduct of others for whose conduct the "insured member" may be deemed to be vicariously liable.

If a "suit" shall have been brought against you for a "claim" falling within the coverage provided by this Policy seeking both compensatory and punitive or exemplary damages, fines, statutory penalties or sanctions, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest or damages attributed to punitive or exemplary damages, fines, statutory penalties or sanctions.

r. Any "claim" or "suit" arising out of any communicable disease, transmissible pathogen, disease, microorganism, or causative agent of disease including, but not limited to, any virus, bacterium, parasite, microbial agents or fungus that is capable of inducing physical distress, illness or disease.

s. Any "claim" or "suit" arising out of any mold, mildew or fungi.

t. Any "claim" or "suit" for "damages" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" or "hazardous materials" at any time.

u. Any loss, cost or expense arising out of any:

1) request, demand, order or statutory or regulatory requirements that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" or "hazardous materials"; or

2) any "claim" or "suit" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants" or "hazardous materials".

v. Any "claim" or "suit" arising out of any "law enforcement duties" by you for a private, "non-governmental" person or entity which has not been authorized as "off-duty" by your government employer prior to you entering into an employment contract with such person or entity.

- w. Any "claim" related to or arising out of the actual, alleged or threatened commission of any act relation to sexual activity including, but not limited to, sexual abuse, molestation or harassment. "Claims" arising out of or related to such sexual activity are excluded from coverage:
 - 1) whether or not caused or committed by or at the direction of the "insured member", its employees, patrons, patients, guests or other person who lawfully or unlawfully come in contact with the Insureds' employees, patrons, patients or guests;
 - 2) notwithstanding that the Claim may allege negligent hiring or entrustment, placement, training or supervision, failure to provide adequate security or any other allegation of intentional, negligent or reckless conduct which facilitated or permitted the sexual activity to occur; or
 - 3) whether or not any "damages" sustained by any person as a result of such activity was expected or intended by the person who engaged in the activity.
- x. "Advertising injury"
- y. "Personal injury":
 - 1) arising out of oral or written publication of material, if done by you or at your direction with knowledge of its falsity;
 - 2) arising out of oral or written publication of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations; or
 - 3) arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by you or with your knowledge or consent.
- z. Any "claim" or "suit" arising out of the rendering of, or failure to render, professional services by a member of the medical profession.
- aa. Any "claim" or "suit" arising out cyber liability. For purposes of this exclusion, cyber liability means a data breach that results in the loss of, alteration of or damage to any information or data transmission, electronic information or computer software of any kind, regardless of whether the data breach is the result of conduct of the Insured. Cyber liability, as used in this exclusion, includes any damage to data or tangible property arising from a computer virus. Cyber liability also includes cyber extortion or network shutdowns.
- bb. Any "claim" or "suit" arising out of or as a consequence of war or terrorism including, but not limited to:
 - 1) war, whether war be declared or not, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government, public or local authority; or
 - 2) any act of terrorism including, but not limited to, the use of force or violence or threat thereof, of any person or group, whether acting alone or on behalf of or in connection with any organization or government, committed to coerce the civilian population or to influence a policy or affect the conduct of the United States Government by coercion for political, religious, ideological, or similar purposes, including the intention any government or to put the public or any section of the public in fear.

B. SUPPLEMENTARY PAYMENTS

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

1. All expenses we incur. We have the right to designate and appoint legal counsel to represent you and to otherwise control defense.
2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by you at our request to assist us in the investigation of the "claim" or "suit," including actual loss of earnings up to \$100 a day because of time off from work. Expenses, as used herein, do not include salaries of officials or your employees. All costs taxed against you in the "suit."
4. Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, tendered or deposit with the court that part of the judgment that is within the applicable Limit of Insurance.

The determination as of the Company as to the reasonableness of the payments shall be conclusive on the "insured member". These payments will be included in the Limits of Insurance and will reduce the available Limits of Insurance.

Notwithstanding the foregoing, we shall not be obligated to defend any criminal investigation, criminal proceeding or prosecution against any "insured member".

SECTION II - WHO IS AN INSURED

- A. The Named Insured is the person or entity expressly designated in the Declarations as the Named Insured.
- B. Any "insured member" issued a Certificate of Insurance evidencing coverage under this Policy on the Policyholder's Boudreaux will qualify as an insured if there is no similar insurance available to the "insured member".
 1. However, coverage does not apply to "bodily injury", "property damage" or "personal injury" arising out of a "wrongful act" that occurred before the Retroactive Date or after the end of the policy period shown in the Certificate of Insurance issued to the "insured member".
 2. You are an "insured member" under this Policy, provided you are employed as a law enforcement officer by a governmental agency is an insured. The "insured member" is only an insured while acting within the scope of their "law enforcement duties".
 3. In the event of the "insured members" death, incapacity or bankruptcy, their heirs, executors, administrators, assigns and legal representatives will qualify as an "insured member".

SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. "Claims" made or "suits" brought; or

3. Persons or organizations making "claims" or bringing "suit".
- B. The Member Aggregate Limit is the most we will pay for the sum of "damages" under **COVERAGES** and payments for **SUPPLEMENTARY PAYMENTS** per "insured member".
- C. Subject to B. above, the Member Each "Claim" Limit is the most we will pay for the sum of "damages" under **COVERAGES** because of all "bodily injury", "property damage" or "personal injury" arising or allegedly arising out of any one "wrongful act" and payments for related **SUPPLEMENTARY PAYMENTS**.
- D. The Total Aggregate Limit is the most we will pay for the sum of "damages" under **COVERAGES** and payments for **SUPPLEMENTARY PAYMENTS** for all "insured members".

Multiple claims by one or more parties arising out of a single "wrongful act" or series of related "wrongful acts" resulting in, or allegedly resulting in, "damages" suffered by a claimant, shall be considered a single "claim" for the purposes of this Policy, and as a single "claim" shall be subject to the Each "Claim" Limit.

SECTION IV - CONDITIONS

A. Cancellation

1. Except as indicated in the Declarations or any endorsement, by entering into this Policy, neither the Company nor the Named Insured or "insured member" are bound to continue coverage through the entire policy period and either may cancel the policy for any reason, subject to the terms and conditions of this Policy, including without limitation, the conditions regarding earned and returnable premiums.
2. The Named Insured shown on the Declarations may cancel this Policy by mailing a request to cancel to the Company.
3. The Company may cancel this Policy by mailing first class or hand delivery to the 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 upon your failure to pay any premium or any other cost or fee requires to be paid under the terms of this Policy; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason, unless a longer period of time is specifically required by applicable law.
4. In the event this Policy is cancelled by the Company for nonpayment of premium, any other policy issued to the Named Insured by the Company will also become subject to cancellation with 10 days notice, or as required by law.
5. The Company will mail or deliver any notice of cancellation or any other notice to be delivered under this Policy to the Named Insured's mailing address shown on the Declarations or any written endorsement changing such address.
6. Notice of cancellation will state the effective date of cancellation and the policy period will end on that date.
7. If the Company cancels this Policy, the Company will refund any unearned premium on a pro-rata basis, subject to all terms and conditions relating to minimum earned and returnability of premium.
8. If this Policy is cancelled by the Named Insured, the Company will refund any unearned premium on a 90% of the pro-rata basis, subject to all terms and conditions relating to the minimum earned and returnability of premium.

9. In the event a Claim is made against an "insured member" any time prior to cancellation, the total premium applicable to that "insured member" will be deemed fully earned.
10. If notice is mailed, a prepaid proof of mailing is sufficient proof of notice to the Named Insured or "insured member".
11. This Policy will not be subject to automatic renewal. The Company has no obligation to offer you insurance in the future and has no obligation to provide you with further notice of the expiration of this Policy. The Company may, at its option, offer you terms for future separate policies.
12. At no time will cancellation of this Policy for any reason require the Company to refund an amount of premium over or above the minimum, fully earned premium set out in this Policy.

B. 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.

C. Duties In The Event Of Potential Claim, "Claim" or "Suit"

1. As a condition precedent to coverage under this Policy, you must see to it that we are notified as soon as practicable of any incident, event, occurrence, loss or "wrongful act" which may give rise to a "claim". To the extent possible, notice should include:
 - a. how, when and where the incident, event, occurrence, loss or "wrongful act" took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out the incident, event, occurrence, loss or "wrongful act".

In addition, as a condition precedent to coverage, you must preserve any evidence relating to the incident, event, occurrence, loss or accident, including but not limited to, any documentation required by this Policy; contracts, receipts or related documentation; video or audio surveillance; incident reports; witness statements and photographs.

2. If a "claim" is received by any "insured member", you must:
 - a. immediately record the specifics of the "claim" and the date received; and
 - b. notify us as soon as practicable and see to it that we receive written notice of the "claim" as soon as practicable.
3. You and any other involved "insured member" must:
 - a. immediately or at the earliest practicable moment, and in no event later than 10 days after receipt by you, send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit;"
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit;" and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you, or which provides similar benefits to the "insured member" because of injury or damage to which this insurance may also apply.
4. No "insured member" will, except at your own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

D. 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.

E. Legal Action Against Us

No person or organization has a right under this Policy to:

1. join us as a party or otherwise bring us into a "suit" asking for "damages" from you; or
2. sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against you obtained after an actual trial, but the Company will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed and authorized by us, you and the claimant or the claimant's legal representative.

F. Minimum Earned Premium

1. This Policy is subject to a Policy Minimum Earned Premium as set forth in the Declarations.
2. "Minimum Earned Premium" means the greater of the Policy Minimum Earned Premium as set forth in the Declarations or 25% of the premium that is calculated as follows:
 - a. the "insured member" premium as shown on the Certificate of Insurance; plus
 - b. any premium adjustments by endorsements applicable to the "insured member"; plus
 - c. any additional premium developed by audit applicable to the "insured member".

In the event a Claim is made against an "insured member", the total premium applicable to that "insured member" will be deemed fully earned.

G. Other Insurance

1. If other valid and collectible insurance, whether primary, excess, except such insurance as is specifically purchased to apply in excess of this Policy, or contingent or on any other basis, including any form of self-insurance, self-insured retention, or availability for payments made under any defense fund, is available to an "insured member" for a loss covered under this Policy, then:
 - a. the insurance afforded by this Policy is excess over other insurance, including any form of self-insurance or self-insured retention;
 - b. we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but only for "damages" to which this insurance applies and we will be entitled to your rights against all those other insurers, self-insurers, or self-insured entity for defense costs, contribution or indemnity; and
 - c. we will pay only the amount of the loss that exceeds the sum of the total amount that all such other insurance would pay for the loss including the total of all deductible and self-insured amounts under all such other insurance.
2. When both this Policy and other insurance, whether primary, excess, or contingent or on any other basis, including any form of self-insurance or self-insured retention, apply to the loss on the same basis, we will not be liability under this Policy for a greater portion of the loss than that stated in the applicable contribution provision below:
 - a. if all such other insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than that which would be payable if each insurer or self-insured entity contributes an equal share until the share of each insurer or self-insured entity

equals the lowest applicable Limits of Insurance under any one policy or the full amount of the loss is paid. With respect to any amount of the loss not so paid, the remaining insurers or self-insured entity will then contribute an equal share of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- b. if all such other insurance does not provide for contribution by equal shares, the insurer shall not be liable for a greater proportion of such loss than the applicable Limits of Insurance under this Policy bears to the total applicable Limits of Insurance of all other valid and collectible insurance applicable to such loss.

H. Premium

1. We will compute the premium for this Policy in accordance with our rules and rates at the time coverage issued on behalf of the Named Insured.
2. The Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.
3. The premiums shown on this Policy as the advance premiums are minimum and deposit premiums only. At the close of each audit period, we will compute the earned premium for the policy period shown on the Declarations. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance premium and audit premiums paid for the policy period are greater than the earned premium charged, any prepaid premium charges become fully earned premiums for the policy period.
4. The Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request them.
5. Premium Reporting:
 - a. The Named Insured must file a Policyholder's Bordereaux with us each "reporting period" and at policy expiration, in accordance with this Reporting Provision, showing separately each "insured member" to be covered. In addition to the information required by the Policyholder's Bordereaux, you must include a copy of the Certificate of Insurance issued evidencing the "insured member's" coverage provided by this Policy.
 - b. You may correct any inaccurate Policyholder's Bordereaux after a "claim" or "suit" has occurred.
 - c. If at the time you report a "claim" or "suit" you have failed to submit a Policyholder's Bordereaux in compliance with this Policy condition, coverage will only apply to the "insured member(s)" shown in the last Policyholder Bordereaux you filed with us before the "claim" or "suit".

I. Reimbursement

In the event we provide coverage for a "claim" and it is at any time determined that the "claim", or any part thereof, is not covered under the Policy, we expressly reserve the right to seek reimbursement of any "damages" or **SUPPLEMENTARY PAYMENTS** associated with any such "claim" from the Named Insured or any "insured member".

J. Representations

By accepting this Policy, of which the "application" is part, you agree that:

1. The statements in the Declarations and the "application" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this Policy in reliance upon your representations.

The "application" shall be considered as a separate "application" by each "insured member". With respect to the "application", no knowledge possessed by any "insured member" shall be imputed to any other "insured member". However, if the Company learns that any of the representations or materials were untrue, inaccurate or misleading in any material respect, then the Company is entitled to treat this Policy as if it had never existed with respect to any "insured member" who know of such misrepresentations if such individual was aware that the "application" included the misrepresentations.

K. Separation of Insureds

1. Except with respect any rights or duties specifically assigned in this Policy to the Named Insured, the insurance provided under a Policy applies:
 - a. as if each "insured member" shown on a Certificate of Insurance were the only insured; and
 - b. separately to each "insured member" against whom "claim" is made or "suit" is brought.
2. The Limits of Insurance shown in the Certificate of Insurance issued to the "insured member" or shown in the Declarations, whichever is less, will apply separately to each "insured member" to which this insurance applied.
3. All terms and conditions of this Policy are the terms and conditions applicable to the "insured member" during the "certificate policy period."
4. If the expiration date of the "certificate policy period" shown on the Certificate of Insurance issued to the "insured member" is after the expiration date of this Policy, coverage will cease upon the expiration date of the "certificate policy period." In no event will coverage for the "insured member" extend beyond twelve (12) months after the expiration of the Policy without notification to us, but in no event will coverage extend beyond eighteen (18) months.
5. If the expiration date of the "certificate policy period" shown on the Certificate of Insurance issued to the "insured member" is prior to the expiration, termination or cancellation date of the Policy, coverage will cease upon the expiration date of the "certificate policy period."
6. If this Policy is terminated or cancelled prior to the expiration date of the "certificate policy period" shown on the Certificate of Insurance issues to the "insured member", coverage for the "insured member" will continue under the terms and conditions of the Policy until the expiration date of the "certificate policy period". In no event will coverage for the "insured member" extend beyond twelve (12) months after the termination or cancellation of the Policy.

L. Severability

The provisions of this Policy are severable. If any portion, provision, or part of this Policy is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions or parts of this Policy and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

M. Transfer of 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 "insured member". 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.

N. Transfer Of Rights Of Recovery Against Others To Us

If you have rights to recover all or part of any payment we have made under this Policy from any person or organization, those rights are hereby transferred to us. You must do nothing after loss to impair these rights. At our request, you must bring "suit" or transfer those rights to us and will do all things we request to assist us to enforce those rights and collect payments made under this Policy.

O. U.S. Treasury Department's Office Of Foreign Assets Control Notice To Certificate Holders

No Company shall be deemed to provide cover and no Company shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION V - EXTENDED REPORTING PERIOD

A. We will provide an Extended Reporting Period, as described below, if:

1. this Policy is canceled or not renewed; or
2. we renew or replace this Policy with insurance that:
 - a. has a retroactive date later than the date shown in the Declarations of this Policy; or
 - b. does not apply to "bodily injury", "property damage" or "personal injury" on a claims-made basis.

B. Extended Reporting Period does not extend the policy period or change the scope of coverage. It applies only to "claims" for "bodily injury", "property damage" or "personal injury" occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

C. Once in effect, Extended Reporting Period may not be canceled.

D. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

1. one year for "claims" because of "bodily injury", "property damage" or "personal injury" arising out of a "wrongful act" reported to us, not later than sixty (60) days after the end of the policy period, in accordance with paragraph 2.a. of **SECTION IV – CONDITIONS**; or
2. sixty (60) days for all other "claims".

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

F. "Claims" for injury or damage which are first received and recorded during the Extended Reporting Period will be deemed to have been made on the last day of the policy period.

G. The Extended Reporting Period does not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Policy applies.

SECTION VI - DEFINITIONS

A. "Advertising Injury" means injury arising out of one or more of the following offenses:

1. oral or written publication of material that slanders or libels a person or organization or disparages a person(s) or organization(s) goods, products or services;

2. oral or written publication of material that violates a person(s) right of privacy;
 3. misappropriation of advertising ideas or style of doing business; or
 4. infringement of copyright, trademark, patent, title, slogan, trademark, trade dress, trade name, service mark, service name or any other intellectual property claim.
- B. "Application" means the application for insurance coverage form, and any information provided therewith, completed by or for or on behalf of the "insured member" requesting insurance coverage from the Company.
- C. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- D. "Bodily injury" means:
1. bodily injury, sickness or disease sustained by a person, including death, resulting from any of these at any time; or
 2. mental or emotional distress, mental anguish, humiliation, embarrassment, mental anxiety, or other emotional, psychological or mental injury, or any physical manifestation thereof.
- E. "Claim" means any written or oral notice from any party that it is the intention of such party to hold the insured responsible for any "wrongful act" or any demand received by the "insured member" for "damages", filing or service of suit papers or arbitration proceeding filed against the "insured member" arising out of "wrongful act(s)" to which this insurance applies.
- F. "Certificate policy period" means the policy period shown on the Certificate of Insurance issued to the individual "insured member".
- G. "Damages" means a compensatory sum, monetary judgement, award or settlement an "insured member" is or may reasonably become legally obligated to pay as a result of a "wrongful act".
- H. "Hazardous materials" means:
4. any nuclear, radioactive, toxic or explosive material, substance, or waste, and any by-products thereof;
 5. the explosive, toxic and dangerous properties of such material, substance or waste and any by-products thereof; or
 6. asbestos, silica, silica dust or silica or asbestos in any form or any by-products thereof.
- I. "Law enforcement duties" means administration and enforcement of the criminal justice system or duties performed as sworn police officer. This also includes "off-duty" services.
- J. "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 an 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;
- but "loading or unloading" does 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."
- K. "Off-duty" means those "law enforcement duties" that you have contracted to perform for a "non-governmental" entity. These activities require prior authorization by your governmental employer.

- L. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution, discrimination, unless insurance thereof is prohibited by law, or civil rights violations, wrongful or retaliatory discharge;
 3. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy a room, dwelling or premises that the person occupies; or
 4. erroneous service of process;
- provided that "wrongful act" shall be deemed to be or result in "personal injury" unless committed during the course of your "law enforcement duties".
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. "Property damage" means:
1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 2. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "wrongful act" that caused it.
- O. "Reporting Period" means the period of time shown below that you must record and file with us as a Policyholder's Bordereaux on all changes to the issued Certificates of Insurance, including copies of the Certificate of Insurance issued evidencing the "insured members" coverage under this Policy.
- The "reporting period" is:
1. each thirty (30) day period starting at policy inception, and then each subsequent thirty (30) day period; and
 2. thirty (30) days from the date of non-renewal or the date of cancellation if this Policy is cancelled prior to the policy expiration.
- P. "Wrongful act" means any incident, negligent act, error, or omission in the rendering of or failure to render services in the conduct of "law enforcement duties".
- Q. "Suit" means a civil proceeding in which "damages" because of "bodily injury," "property damage" or "personal injury" to which this insurance applies is alleged. "Suit" includes an arbitration proceeding alleging such "damages" to which you must submit or submit with our consent.

This Policy shall not be binding upon the Company unless completed by a signed "application", a Declarations Page and countersigned on the aforesaid Declarations Page by a duly authorized representative of the Company.

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/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 you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon Janet Shemanske, or her nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States.



Surplus Lines Tax Filing Information

Named Insured: ProTect Shield Massachusetts

Policy Number:

It is the broker's responsibility to ensure that Surplus Lines tax is paid to the appropriate jurisdiction.

Please provide the following information regarding the home state and the individual responsible for the collection and remittance of the applicable Surplus Lines taxes and fees.

Home State of the Insured (state where taxes remitted): _____

Entity or Agent Name under which the taxes were remitted:

Agent or Entity License # under which the taxes were remitted: _____

Address of Licensee: _____

City: _____ State: _____ Zip: _____

If **NEW JERSEY** is the **Home State** of the insured, please provide the NJ Surplus Lines Transaction Number below:

PLEASE MAKE SURE THE SLA NUMBER (FIRST FIVE DIGITS) CORRESPONDS TO THE NJ SURPLUS LINES LICENSE NUMBER AS ISSUED BY THE NEW JERSEY DEPARTMENT OF INSURANCE.

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Please return completed form to your Underwriter or Underwriting Assistant.

Thank you.