

LAW ENFORCEMENT LIABILITY COVERAGE PART DECLARATIONS

Policy No. LE-4633687-09

Renewal LE-4633687-08

NAMED INSURED:

City of Rome
198 N Washington Street
Rome, NY 13440

ITEM 1: POLICY PERIOD:

POLICY COVERS **FROM:** 3/8/2024 **TO:** 3/8/2025
12:01 A.M. standard time at your mailing address shown above.

ITEM 2: LIABILITY LIMIT:

EACH WRONGFUL ACT	\$1,000,000
ANNUAL AGGREGATE	\$3,000,000

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

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

ITEM 4: ANNUAL PREMIUM \$66,152

Law Enforcement Liability Coverage Part

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

INTRODUCTION

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

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

The word “insured” means any person or organization qualifying as such under WHO IS AN INSURED (**Section II**).

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

SECTION I - COVERAGES

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies that is committed during the course and scope of “law enforcement activities”, or which arise out of your ownership, maintenance or use of premises for the purpose of conducting “law enforcement activities”.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any claim or “suit” that may result. However:
 - a. The amount we will pay for “damages” is limited as described in LIMITS OF INSURANCE (**Section III**); and
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

3. This insurance applies to “damages” arising out of a “wrongful act” only if the “wrongful act” was first committed or allegedly first committed:
 - a. By an insured in the course of his or her “law enforcement activities” and
 - b. During the policy period.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world.

B. Exclusions

This insurance does not apply to:

1. A claim against any insured flowing from or originating out of the ownership, maintenance, operation, use, loading, unloading or negligent entrustment to others of:
 - a. Any “auto” or aircraft you own, operate, rent or borrow.
 - b. Any other “auto” or aircraft operated by your employee.

This exclusion also applies to a claim against any insured flowing from or originating out of acts, omissions, policies or procedures related to any “auto” or aircraft used in the apprehension of violators or suspected violators. This includes the training, supervision and recruitment of personnel executing or directing such operations.
2. Any act, error or omission which is dishonest, fraudulent or criminal.
3.
 - a. Anyone in the liquor business against liabilities for violation of any law or regulation concerning alcoholic beverages. This includes those in the business of manufacturing, distributing, selling or serving alcoholic beverages.
 - b. Claims for violation of any alcoholic beverage law brought against any insured who allows

premises they own or rent to be used by people in the liquor business.

4. Damage to property you own, rent, control, occupy or use.
5. Any obligations that you or your insurance companies have under worker's compensation, employer's liability, unemployment compensation, disability benefits or similar laws.
6. A claim against any insured flowing from or originating out of the claimant's employment or application for employment by you.
7. A claim against any insured flowing from or originating out of breach of contract, or liability assumed under any contract or agreement except mutual law enforcement assistance agreements between political subdivisions.
8. A claim against any insured flowing from or originating out of a war (declared or undeclared), invasion, insurrection, rebellion, revolution, civil war, or seizure of power.
9. Injury to any of your authorized volunteers.
10. Any claim for injunctive, declaratory or equitable relief and costs inclusive of any attorneys fees arising therefrom.

C. Supplementary Payments

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

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. Up to \$300 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the

part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

You are an insured.

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

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

No person or organization is an insured with respect to the conduct of any partnership, joint venture, multi-jurisdictional law enforcement organization or multi-jurisdictional penal institution that is not shown in as a named insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

- a. You must see to it that we are notified of a "wrongful act" or an offense which may result in a claim covered by this policy as soon as practicable after the "wrongful act" is known to you,

one of your officers, your legal department or an employee you designate to give notice to us.

Notice should include:

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

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

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

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, your legal department or an employee you designate to record such information is notified of it;
- (2) Notify us as soon as practicable after you, one of your officers, your legal department or an employee you designate to give us such notice learns of the claim or "suit".

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

3. Legal Action Against Us

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

4. Other Insurance

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

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

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

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

- a. The statements in the Application are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include mobile equipment.
2. "Damages" means money damages.
3. "Law Enforcement Activity" means administration of the criminal justice system and/or any act, error or omission of your law enforcement agency, its officials, officers, employees or volunteers. "Law Enforcement Activity" also includes the operation of any premises by your law enforcement agency.
4. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
5. "Wrongful Act" means any act, error or omission flowing from or originating out of a "law enforcement activity". All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related – either logically, causally, or temporally – shall be deemed to constitute one "wrongful act", regardless of the number of claims or claimants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIABILITY INSURANCE AND CLAIMS EXPENSES DEDUCTIBLE
And
ACKNOWLEDGMENT (NEW YORK)**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART

SCHEDULE

Amount and Basis of Deductible

\$100,000	Per Claimant Per Wrongful Act
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

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

DEDUCTIBLE

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

Should the company find it necessary to file suit seeking recovery for amounts paid by it with regard to a deductible which is to be reimbursed by you, it is herein agreed that you are responsible for all costs of collection, including reasonable attorney’s fees and interest on the amount in question in the full amount allowed by law.

ACKNOWLEDGEMENT

By your signature below, you acknowledge that:

You may select a deductible amount on either a per claimant or a per occurrence basis. The deductible amount stated in the SCHEDULE above applies as follows:

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

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

1. You are aware that "allocated claims expenses" which are incurred shall be applied against the deductible up to fifty (50%) of such deductible and we will assume any "allocated claims expenses" over this amount; and
2. You have been simultaneously offered and specifically declined the option of purchasing a policy in which the deductible is not applied to "allocated claims expenses" at liability limits of at least \$500,000 each "Claimant" or "Wrongful Act".

Authorized Signature

Title

Date

Witness

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LAW ENFORCEMENT LIABILITY

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART

A. Paragraph **1. of B. Exclusions of Section 1 – Coverages** is replaced by the following:

1. A claim against any insured flowing from or originating out of the ownership, maintenance, operation, use, or negligent entrustment to others of:
 - a. Any “auto” or aircraft you own, operate, rent or borrow.
 - b. Any other “auto” or aircraft operated by your employee.

This exclusion also applies to a claim against any insured flowing from or originating out of acts, omissions, policies or procedures related to any “auto” or aircraft used in the apprehension of violators or suspected violators. This includes the training, supervision and recruitment of personnel executing or directing such operations.

B. The definition of “Wrongful Act” in the **DEFINITIONS** Section is replaced by the following:

“Wrongful Act” means any act, error or omission flowing from or originating out of a “law enforcement activity”. A “wrongful act” is related if it is based in whole or in any part on the same or similar act(s), error(s) or omission(s), or series of act(s), error(s) or omission(s). All related wrongful acts shall be deemed to constitute one “wrongful act”, regardless of when the first related “wrongful act” occurred, by whom the first related “wrongful act” was committed, or the number of insureds, claims, suits or claimants.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, B. Exclusions, 1. a. is deleted and replaced with the following:

1. a. Any “auto”, aircraft or “unmanned aircraft” you own, operate, rent or borrow.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “wrongful act” which caused the “bodily injury”, “property damage” or personal injury involved the ownership, maintenance, use or entrustment to others of any “unmanned aircraft”.

B. The **DEFINITIONS** Section is amended by the addition of the following:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.