

**CAREERGUARD®**  
**RETIRED FEDERAL EMPLOYEES HR 218 LEOSA**  
**PERSONAL LIABILITY INSURANCE COVERAGE FORM**

**CLAIMS-MADE AND REPORTED COVERAGE**

**Notice: This is a claims-made and reported POLICY. Subject to its terms, this POLICY requires that a CLAIM be first made against the INSURED and reported to the COMPANY in accordance with Section V of the POLICY.**

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

When used in this POLICY, words and phrases in capital letters, whether in the singular or plural, have special meaning and are defined in Section VI of this POLICY.

In consideration of the payment of the premium, in reliance upon the statements made in the application and the material incorporated therein, and subject to the limits of insurance set forth in the Declarations and all of the provisions, terms, conditions and exclusions of this POLICY, the COMPANY and the INSURED agree as follows:

Section I. Insuring Agreement – LEOSA H.R. 218 Coverage

A. The COMPANY will pay on the INSURED'S behalf:

1. DAMAGES that the INSURED becomes legally obligated to pay and related DEFENSE COSTS as a result of a CIVIL CLAIM arising out of a LEOSA H.R. 218 OCCURRENCE committed or alleged to have been committed by the INSURED;
2. DEFENSE COSTS as a result of a CRIMINAL CLAIM arising out of a LEOSA H.R. 218 OCCURRENCE committed or alleged to have been committed by the INSURED; and
3. DEFENSE COSTS as a result of a STATE CONCEALED CARRY CLAIM arising out of a LEOSA H.R. 218 OCCURRENCE committed or alleged to have been committed by the INSURED.

However, the amount the COMPANY will pay is limited as described in Sections II and IV of this POLICY.

B. This insurance applies only if:

1. The actual or alleged LEOSA H.R. 218 OCCURRENCE takes place on or after the Retroactive Date shown in the Declarations and before the end of the INSURED'S POLICY PERIOD, and is reported to the COMPANY in accordance with Section V F of this POLICY, provided that, prior to the INSURED'S POLICY PERIOD, the INSURED:
  - a. Did not have knowledge of the LEOSA H.R. 218 OCCURRENCE; or
  - b. Could not have reasonably foreseen that the LEOSA H.R. 218 OCCURRENCE was likely to lead to a CLAIM;
2. The CLAIM that results from the actual or alleged LEOSA H.R. 218 OCCURRENCE is first made against the INSURED during the INSURED'S POLICY PERIOD and reported to the COMPANY in accordance with Section V F of this POLICY:
  - a. During the INSURED'S POLICY PERIOD, or
  - b. Within 90 days after the end of the INSURED'S POLICY PERIOD; and
3. The INSURED did not give notice of the CLAIM to any prior carrier or to the COMPANY under any prior insurance issued by the COMPANY to the INSURED.

All CLAIMS arising out of, based upon or attributable to the same, or essentially the same, facts or actual or alleged LEOSA H.R. 218 OCCURRENCE will be considered a single CLAIM and will be deemed to have occurred at the time the first CLAIM is reported to the COMPANY or any other insurer.

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**Section II. Defense, Settlement and Supplementary Payments – Coverage A and Coverage B**

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- A. The COMPANY has the right to select counsel and the right and duty to defend any CLAIM to which this insurance applies, even if any of the allegations in such CLAIM are groundless, false or fraudulent. However, the COMPANY will have no duty to defend the INSURED against any CLAIM to which this insurance does not apply. The COMPANY may, at its discretion, investigate any actual or alleged LEOSA H.R. 218 OCCURRENCE and settle any CIVIL CLAIM that may result; provided, however:
1. The amount the COMPANY will pay is limited as described in Paragraph 3 below and in Section IV of this POLICY;
  2. The COMPANY’S duty to defend is subject to the Other Insurance Condition in Section V H of this POLICY; and
  3. The COMPANY’S right and duty to defend ends when the COMPANY has used up the applicable limit of insurance in the payments of DAMAGES, if applicable, and DEFENSE COSTS.
- B. With respect to any CIVIL CLAIM the COMPANY investigates, defends or settles, the COMPANY will pay:
1. The cost of an attachment or a supersedeas bond, but only for bond amounts within the applicable limit of insurance; provided, however, the COMPANY does not have to furnish these bonds; and
  2. All court costs taxed against the INSURED in a CIVIL CLAIM.
- Such payments will reduce the applicable limit of insurance.

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**Section III. Exclusions**

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This POLICY does not apply to:

A. Aircraft, Auto, or Watercraft

Any CLAIM for BODILY INJURY or PROPERTY DAMAGE arising out of, based upon or attributable to the ownership, maintenance, use or entrustment to others of any aircraft, AUTO or watercraft. Use includes operation and LOADING OR UNLOADING. This exclusion applies even if the CLAIM against any INSURED alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that INSURED, if the act which caused the DAMAGES involved the ownership, maintenance, use or entrustment to others of any aircraft, AUTO or watercraft.

B. Asbestos

DAMAGES or DEFENSE COSTS arising out of, based upon or attributable to ASBESTOS.

C. Contractual Liability

DAMAGES arising out of, based upon or attributable to any actual or alleged contractual liability of the INSURED under any express contract or agreement; provided, however, that this exclusion shall not apply to any liability the INSURED would have in the absence of such express contract or agreement.

D. Criminal Act

DAMAGES arising out of, based upon or attributable to any criminal act. However, the COMPANY will defend any CRIMINAL CLAIM or STATE CONCEALED CARRY CLAIM alleging any of the foregoing conduct until there is a final adjudication, adverse admission or finding of fact against such INSURED as to such conduct. Such defense is limited as described in Section IV of this POLICY.

The COMPANY will not cover any CLAIM if such INSURED pleads guilty, nolo contendere or no contest to a CRIMINAL PROCEEDING against such INSURED arising out of the same, or essentially the same, material facts as such CLAIM.

No fact pertaining to or knowledge possessed by any INSURED shall be imputed to any other INSURED for the purpose of applying this exclusion.#

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**E. Medical Services**

Any CLAIM for BODILY INJURY or PROPERTY DAMAGE arising out of, based upon or attributable to the actual or alleged providing of or failure to provide healthcare, medical care or treatment to any individual, including but not limited to any of the following: (1) medical, surgical, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional healthcare, including the furnishing or dispensing of medications, drugs, blood or blood products; (2) medical, surgical, dental or psychiatric supplies or equipment; or (3) the administration or management of healthcare or any healthcare plan.

**F. Pending or Prior Litigation**

DAMAGES or DEFENSE COSTS arising out of, based upon or attributable to any pending or prior:

1. Litigation of which an INSURED had notice, prior to the INSURED'S POLICY PERIOD, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation of any state, local or federal proceeding or formal investigation; or
2. State, local or federal proceeding or formal investigation of an INSURED'S actual or alleged LEOSA H.R. 218 OCCURRENCE of which an INSURED had notice, prior to the INSURED'S POLICY PERIOD, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation of any state, local or federal proceeding or formal investigation.

**G. Personal Gain**

DAMAGES or DEFENSE COSTS arising out of, based upon or attributable to the use of the INSURED'S position as a retired federal employee for personal gain or advantage.

**H. Pollution**

DAMAGES or DEFENSE COSTS arising out of, based upon or attributable to POLLUTANTS.

**I. Services Performed For Others**

DAMAGES or DEFENSE COSTS arising out of, based upon or attributable to any actual or alleged liability of the INSURED for services performed, whether paid or unpaid, for or at the direction of any other person or entity.

**J. Unlawful or Prohibited Acts**

Any CLAIM whereby the INSURED:

1. Committed an unlawful act as defined by any federal or state law;
2. Committed an unjustified act as defined by LEOSA H.R. 218;
3. Is prohibited by federal law from receiving a FIREARM because of a conviction of misdemeanor domestic violence;
4. Is a convicted felon, unlawful alien or fugitive from justice;
5. Is a former U.S. citizen who renounced citizenship;
6. Is pending indictment for a crime with a maximum penalty of imprisonment for a term exceeding 1 year;
7. Is within a government facility or land in violation of state law or the Gun Control Act of 1968 (GCA) § 930;
8. Uses a machine gun as defined by the National Firearms Act (NFA), § 5845;
9. Uses a FIREARM equipped with a muffler or silencer or any destructive device defined under the GCA, § 921;
10. Is not a QUALIFIED RETIRED LAW ENFORCEMENT OFFICER; or
11. Is in possession of or uses ammunition excluded by LEOSA H.R. 218.

However, with respect to the conduct described in Paragraphs 1 and 2 above, the COMPANY will defend any CLAIM alleging such conduct until there is a final adjudication, adverse admission or finding of fact against such INSURED as to such conduct. Such defense is limited as described in Section IV of this POLICY.

The COMPANY shall not cover any CLAIM if such INSURED pleads nolo contendere or no contest to a CRIMINAL PROCEEDING against such INSURED arising out of the same or essentially the same material facts as such CLAIM.

No fact pertaining to or knowledge possessed by any INSURED shall be imputed to any other INSURED for the purpose of applying this exclusion.

**K. War**

BODILY INJURY or PROPERTY DAMAGE arising out of, based upon or attributable to war, whether declared or undeclared, domestic or foreign terrorism, warlike action by a military force, insurrection, rebellion, revolution, usurped power or related action.

**L. Willful Violation Of Penal Statute or Penal Ordinance; Fraud; Intentional Misconduct**

DAMAGES arising out of, based upon or attributable to:

1. The willful violation of a penal statute or penal ordinance committed with knowledge or consent of the INSURED;
2. Acts of fraud committed by or at the direction of the INSURED with affirmative dishonesty or actual intent to deceive or defraud; or
3. Intentional misconduct willfully committed by or with the knowledge or consent of the INSURED.

The COMPANY will defend any CLAIM alleging that an act was intentionally committed until there is a final adjudication, adverse admission or finding of fact against such INSURED as to such conduct. Such defense is limited as described in Section IV of this POLICY.

The COMPANY will not cover any CLAIM if such INSURED pleads guilty, nolo contendere or no contest to a CRIMINAL PROCEEDING against such INSURED arising out of the same, or essentially the same, material facts as such CLAIM.

No fact pertaining to or knowledge possessed by any INSURED shall be imputed to any other INSURED for the purpose of applying this exclusion.

**M. Workers' Compensation**

DAMAGES or DEFENSE COSTS arising out of, based upon or attributable to any responsibilities, obligations or duties imposed against any party by any workers' compensation, unemployment compensation, disability benefits law or other similar statutory law or common law.

**Section IV. Limits of Insurance**

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- A. The Civil Claims Limit of Insurance shown in the Declarations is the most the COMPANY will pay for all DAMAGES and DEFENSE COSTS combined arising out of all CIVIL CLAIMS first made against the INSURED during the INSURED'S POLICY PERIOD.
- B. The Criminal Claims Limit Of Insurance shown in the Declarations is the most the COMPANY will pay for all DEFENSE COSTS arising out of all CRIMINAL CLAIMS first made against the INSURED during the INSURED'S POLICY PERIOD.
- C. The State Concealed Carry Claims Limit Of Insurance shown in the Declarations is the most the COMPANY will pay for all DEFENSE COSTS arising out of all STATE CONCEALED CARRY CLAIMS first made against the INSURED during the INSURED'S POLICY PERIOD.#

**Section V. Conditions**

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**A. Action Against the COMPANY**

No action will lie against the COMPANY with respect to any CLAIM unless, as a condition precedent thereto, the INSURED has fully complied with all the terms of this POLICY, nor until the amount of the INSURED'S obligation to pay an amount of DAMAGES has been finally determined either by judgment against the INSURED after an actual adversarial trial on the merits or by written agreement between the INSURED, the claimant and the COMPANY. Any person or organization or the legal representative thereof who has secured

such judgment or written agreement will thereafter be entitled to recover under this POLICY to the extent of insurance afforded by this POLICY. Nothing contained in this POLICY will give any person or organization any right to join the COMPANY as co-defendant in any action against the INSURED to determine the INSURED'S liability.

**B. Bankruptcy and Insolvency**

Bankruptcy or insolvency of the INSURED will not relieve the COMPANY of its obligations under this POLICY, nor will it increase or change the COMPANY'S obligations under this POLICY.

**C. Cancellation**

1. The INSURED may cancel this POLICY by mailing or delivering to the COMPANY written notice of cancellation stating when thereafter the cancellation will be effective.
2. The COMPANY may cancel the POLICY by mailing or delivering to the INSURED at the address shown in the Declarations written notice at least:
  - a. 10 days before the effective date of cancellation if the COMPANY cancels for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if the COMPANY cancels for any other reason, unless a longer notice period is required by law.

The effective date of cancellation will become the end of the policy period.

3. The COMPANY may cancel this POLICY by mailing or delivering to the INSURED at the address shown in the Declarations written notice at least 60 days before the effective date of cancellation, unless a longer notice period is required by law. The effective date of cancellation will become the end of the INSURED'S POLICY PERIOD.
4. Cancellation of the POLICY by the COMPANY or by the INSURED will not cut short the INSURED'S POLICY PERIOD as to which premium was paid and accepted by the COMPANY before the effective date of the POLICY cancellation.
5. If the INSURED cancels this POLICY, the earned premium will be: (a) a pro-rated portion of the premium paid in case of the INSURED'S death; or (b) 100% of the premium paid if the INSURED cancels for any other reason.
6. If the COMPANY cancels for:
  - a. Non-payment of premium, the earned premium will be 100% of the premium paid; or
  - b. Any reason other than non-payment of premium, the earned premium will be computed prorata.
7. The mailing of notice will be sufficient proof of notice. Cancellation will be effective even if the COMPANY has not made or offered a refund.

**D. Changes**

This POLICY, including the Declarations and any schedules and endorsements attached thereto, contains all agreements between the COMPANY and the INSURED concerning this insurance. This POLICY'S terms, conditions and exclusions can be amended or waived only by an endorsement issued by the COMPANY and made a part of this POLICY.

**E. Coverage Territory**

This insurance applies to any LEOSA H.R. 218 OCCURRENCE that takes place or was alleged to take place in the United States of America, including its territories and possessions.

**F. Duties in the Event of a LEOSA H.R. 218 OCCURRENCE or CLAIM**

1. The INSURED must notify the COMPANY as soon as practicable of a LEOSA H.R. 218 OCCURRENCE which may result in a CLAIM. To the extent possible, notice should include:
  - a. How, when and where the LEOSA H.R. 218 OCCURRENCE took place;

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- b. The names and addresses of all involved persons and witnesses; and
  - c. Copies of the INSURED'S photographic credentials and FIREARM certification.
2. If, during the INSURED'S POLICY PERIOD, an INSURED becomes aware of any circumstances which may reasonably be expected to give rise to a CLAIM, then written notice shall be given to the COMPANY describing the circumstances and the reasons for anticipating such a CLAIM, with full particulars as to dates, persons and entities involved.

Any CLAIM which is subsequently made against an INSURED and reported to the COMPANY in writing that alleges, arises out of, is based upon or is attributable to such circumstances, will be considered made at the time such notice of such circumstances was given.

This Paragraph 2 includes, but is not limited to, receipt by the INSURED of a written or oral notice from any party that it is the intention of that party to hold the INSURED liable for any actual or alleged LEOSA H.R. 218 OCCURRENCE.

- 3. With respect to Paragraphs 1 and 2 above, failure to give notice to the COMPANY of a LEOSA H.R. 218 OCCURRENCE or circumstance which may reasonably be likely to give rise to a CLAIM will not invalidate any CLAIM unless the failure to provide such timely notice has prejudiced the COMPANY.
- 4. The INSURED must give the COMPANY or its authorized representative written notice of any actual CLAIM made against an INSURED as soon as practicable, but in no event later than 90 days after the expiration of the INSURED'S POLICY PERIOD.
- 5. If written notice of an actual CLAIM has been given to the COMPANY pursuant to Paragraph 4 above, then any CLAIM subsequently made against an INSURED and reported to the COMPANY alleging, arising out of, based upon, or attributable to the facts alleged in the CLAIM for which such notice has been given, or alleging any LEOSA H.R. 218 OCCURRENCE alleged in the CLAIM of which such notice has been given, shall be considered made at the time such notice was first given.
- 6. No INSURED will, except at that INSURED'S own cost, voluntarily make any payment, assume any obligation or incur any expense, without the COMPANY'S consent.

G. Economic or Trade Sanctions

This insurance does not provide any coverage, and the COMPANY shall not make payment of any CLAIM or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such CLAIM or provision of such benefit would expose the COMPANY to a violation of any applicable economic or trade sanctions, laws or regulations, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

H. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits of insurance provided by this POLICY.#

I. Premium

The INSURED is responsible for the payment of all premiums. The premium for this POLICY is a flat premium, 100% fully earned and not subject to adjustment unless in the case of death of an individual INSURED or the COMPANY cancels for reasons other than non-payment of premium, as stated in Section V C of this POLICY.#

J. Transfer of Rights and Duties

No rights or duties of any INSURED under this POLICY may be transferred without the COMPANY'S written consent, except in the case of death of an individual INSURED. If an individual INSURED dies, such INSURED'S rights and duties will be transferred to his or her legal representative, but only while acting within the scope of the INSURED'S legal representative.

**K. Transfer of Rights of Recovery Against Others to the COMPANY**

If the INSURED has rights to recover all or part of any payment the COMPANY has made under this POLICY, those rights are transferred to the COMPANY. The INSURED will execute all papers required and will do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the COMPANY effectively to bring suit or otherwise pursue subrogation rights in the name of the INSURED. The COMPANY will be accorded priority over the INSURED as to any funds recovered.

**Section VI. Definitions**

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A. ASBESTOS means asbestos products, asbestos fibers, asbestos dust, asbestiform talc and any material or substance containing asbestos, asbestos fibers, asbestos dust or asbestiform talc in any form.

B. AUTO means:

1. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
3. Self-propelled vehicles with the following types of permanently attached equipment: (a) snow removal, (b) road maintenance (other than construction or resurfacing equipment), (c) street cleaning and (d) cherry picker and other similar devices mounted on an automobile or truck chassis and used to raise or lower workers.

C. BODILY INJURY means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. CIVIL CLAIM means:

1. A written demand against the INSURED for monetary or non-monetary relief resulting from an actual or alleged violation of a claimant's constitutional rights; or
2. A civil or arbitration proceeding against the INSURED for monetary or non-monetary relief which is commenced by service of a complaint or similar pleading resulting from an actual or alleged violation of a claimant's constitutional rights.

E. CLAIM means a CIVIL CLAIM, CRIMINAL CLAIM or STATE CONCEALED CARRY CLAIM.

F. COMPANY means the insurance company issuing this POLICY as named on the Declarations Page.

G. CRIME OF VIOLENCE means: (1) any offense or violation that has an element of use, attempted use or threatened use of physical force against any person or property of another; or (2) any other felony offense that, by its nature, involves a substantial risk that physical force against any person or property of another may be used in the course of committing the offense.

H. CRIMINAL CLAIM means a CRIMINAL PROCEEDING against the INSURED, commenced by such INSURED'S receipt of a criminal complaint, indictment or similar document, resulting from actual or alleged criminal conduct. CRIMINAL CLAIM does not include any STATE CONCEALED CARRY CLAIMS.

I. CRIMINAL PROCEEDING means any federal, state or local proceeding or investigation before any entity or entities established by constitutional provision, statute, regulation or court rule, to investigate, review or prosecute charges of criminal misconduct. #

J. DAMAGES means a judgment or settlement, including pre-judgment and post-judgment interest on a covered judgment. However, DAMAGES shall not include:

1. DEFENSE COSTS;
2. Fines, statutory or other penalties imposed by law;
3. Punitive or exemplary damages;
4. The multiplied portion of multiplied damages;

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5. Taxes; or
  6. Loss of employment or retirement benefits.
- K. DEFENSE COSTS means reasonable and necessary fees, costs and expenses consented to by the COMPANY (other than the cost of an attachment or supersedeas bond) resulting solely from the investigation, adjustment and defense of a CLAIM against an INSURED, but excluding salaries and benefits of any INSURED.
- L. FIREARM means a rifle, pistol or other portable gun or weapon and includes lawful ammunition for such FIREARM. However, FIREARM does not include any machinegun (as defined in section 5845 of the National Firearms Act), FIREARM silencer (as defined under the GCA, § 921) or destructive device (as defined under the GCA, § 921).
- M. INSURED means an individual who, on the date that the CLAIM to which this insurance applies occurs is: (1) a QUALIFIED RETIRED LAW ENFORCEMENT OFFICER, and (2) designated as the INSURED in the Declarations.
- N. INSURED'S POLICY PERIOD means the period of time from the effective date shown in the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of cancellation of this POLICY.
- O. LEGAL AND JUSTIFIED ACT means reasonable action with respect to LEOSA H.R. 218, including the use of force, while:
1. Acting in accordance with applicable Good Samaritan and similar laws;
  2. Voluntarily attempting to assist local, state or federal law enforcement agents, officers or agencies;
  3. Protecting himself or herself or his or her spouse or dependents from a CRIME OF VIOLENCE;
  4. Protecting an individual in his or her presence from a CRIME OF VIOLENCE;
  5. Providing immediate assistance to any individual who has suffered or is threatened with bodily harm; or
  6. Preventing the escape of any individual who the INSURED reasonably believed to have committed a CRIME OF VIOLENCE in the INSURED'S presence.
- P. LEOSA H.R. 218 means the Law Enforcement Officers Safety Act of 2004 and all of its amendments, codified as Title 18 U.S.C. § 926C, including the National Defense Authorization Act (NDAA) For Fiscal Year 2013.
- Q. LEOSA H.R. 218 OCCURRENCE means any LEGAL AND JUSTIFIED ACT directly related to the carrying of a concealed FIREARM that is committed by an INSURED who, at the time of the LEOSA H.R. 218 OCCURRENCE, is: (1) a QUALIFIED RETIRED LAW ENFORCEMENT OFFICER and was acting in his or her capacity as such as a private person; and (2) entitled to the protections within LEOSA H.R. 218.
- R. 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, AUTO or watercraft; (2) while it is in or on an aircraft, AUTO or watercraft; or (3) while it is being moved from an aircraft, AUTO or watercraft to the place where it is finally delivered. However, 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 an AUTO.
- S. PERSONAL INJURY means injury, other than BODILY INJURY, arising out of one or more of the following offenses:
1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  2. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- T. POLICY means, collectively, the Declarations, this coverage form and any schedules and endorsements attached thereto.
- U. 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.

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- V. PROPERTY DAMAGE means 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.
- W. QUALIFIED RETIRED LAW ENFORCEMENT OFFICER means a retired law enforcement officer from an agency of the United States Federal Government as defined by LEOSA H.R. 218 who:
1. Is carrying photographic identification, as required by LEOSA H.R. 218, issued by the governmental agency for which the individual was employed that identifies the retiree as a police officer or law enforcement officer of the agency;
  2. Was authorized by law to engage in or supervise the prevention, detection, investigation or prosecution of, or the incarceration of any person for, any violation of law, or had statutory powers of arrest or apprehension under the Uniform Code of Military Justice. This includes a law enforcement officer of the Amtrak Police Department, a law enforcement officer of the United States Federal Reserve or a law enforcement or police officer of the executive branch of the United States Federal Government;
  3. Was authorized by the agency to carry a FIREARM;
  4. Meets standards, if any, established by the agency which requires the employee to regularly qualify in the use of a FIREARM;
  5. Has separated from service in good standing with a governments agency as a law enforcement officer for an aggregate of 10 years or more or separated from such an agency due to a service-connected disability after completing any applicable probationary period of such service; and
  6. Has a certification, issued by the state in which the individual resides or by a certified FIREARMS instructor that is qualified to conduct a FIREARMS qualification test for active duty officers within that state, that indicates that the individual has, not less than 1 year before the date the individual is carrying the concealed FIREARM, been tested or otherwise found by the state or such certified FIREARMS instructor to have met the active duty standards for qualification in FIREARMS training, as established by the state, to carry a FIREARM of the same type as the concealed FIREARM. If the state has not established such standards, standards set by any law enforcement agency within that state to carry a FIREARM of the same type as the concealed FIREARM.

QUALIFIED RETIRED LAW ENFORCEMENT OFFICER does not include any person:

- a. Who is an independent contractor;
  - b. Who has been officially found by a qualified medical professional employed by the agency to be unqualified for reasons relating to mental health, and as a result of this finding will not be issued the photographic identification as described in Paragraph 1. above;
  - c. Who has entered into an agreement with the agency from which the individual is separating from service in which that individual acknowledges he or she is not qualified under this section for reasons relating to mental health and for those reasons will not receive or accept the photographic identification as described in Paragraph 1. above;
  - d. Who was the subject of any disciplinary action by the agency which resulted in suspension or loss of police powers;
  - e. Under the influence of alcohol or another intoxicating or hallucinatory drug or substance; or
  - f. Who is prohibited by federal law from receiving a FIREARM.
- X. STATE CONCEALED CARRY CLAIM means a CRIMINAL PROCEEDING against the INSURED commenced by such INSURED'S receipt of a criminal complaint, indictment or similar document under any state carrying a concealed weapon law resulting from an actual or alleged violation of a state's concealed carry law. STATE CONCEALED CARRY CLAIM does not include any CRIMINAL CLAIM.