WHAT IS COVERED

LGLP provides coverage for liability that local governments face considering their limited exposure for state law claims under the Wyoming Governmental Claims Act (WGCA). LGLP also provides substantial coverage to local governments for their liability exposure under federal law while balancing an affordable, financially sound, and stable liability protection program.

LGLP's liability program provides coverage for member entities and their public employees, acting within the scope of duties for claims arising under:

1. The Wyoming Governmental Claims Act, including liability for operation of a motor vehicle, healthcare provider malpractice, and other torts for which governmental entities are not immune under the WGCA.

2. Federal law.

3. Other states' laws, if applicable.

Governmental entities that join LGLP are required to participate in all aspects of the program. For example, a governmental entity will not be allowed to participate for just automobile liability claims or just civil rights actions.

The memorandum of coverage and related forms will be delivered to participating entities upon LGLP's receipt of the enrollment application and payment of the contribution.

LIMITS

LGLP will provide each participant with a $250,000 per person/$500,000 per occurrence limit for claims brought under the Wyoming Governmental Claims Act. These limits are the limits authorized by state statute. LGLP provides $1,500,000 per occurrence limit for covered claims brought under 42 U.S.C. § 1983 or other federal statutes. The program retains all governmental immunity and does not expand your liability under the Wyoming Governmental Claims Act.

For out-of-state covered claims, LGLP provides, per occurrence for all claimants, the lesser of either: the statutory cap on damages for out-of-state governmental entities as recognized by the State where the occurrence took place, or $1,500,000.

LGLP coverage is on an occurrence basis. Defense costs will be paid in addition to the limits of liability.

DEDUCTIBLES

Deductible options, which apply per occurrence, are:

- $ 500.00 per occurrence
- $ 1,000.00 per occurrence
- $ 2,000.00 per occurrence
- $ 2,500.00 per occurrence
- $ 5,000.00 per occurrence

Entities participating in the program have their choice of deductibles. Ultimately, a higher deductible will result in lower annual contributions.

WHAT IS NOT COVERED

LGLP **will not** provide liability protection for the following:

1. Any obligation for which the **Covered Party**, or any carrier as insurer thereof, may be held liable under workers' compensation, unemployment compensation or disability benefits law, or under any similar law.

2. For **bodily injury** to:

    a. Any employee of the **Covered Party** arising out of and in the course of employment by the **Covered Party**; or

    b. The spouse, child, parent, brother, sister, or other relative of such employee as a consequence of (a) above.

3. Liability for **property damage** to:

    a. Property owned by the **Member Agency**:

    b. Property rented to or leased to the **Member Agency** where the **Member Agency** has assumed liability under contract unless the **Member Agency** would have been liable in the absence of such contract; and

4. Liability arising out of the actual, alleged or threatened discharge, disposal, release or escape of **pollutants**:

    a. At or from premises owned, leased or occupied by the **Member Agency**, except for public streets and roads when the discharge, dispersal, release or escape was not participated in by a **Covered Party**;

    b. At or from any site or location used by or for the **Member Agency** or others for the handling, storage, disposal, processing or treatment of waste;

    c. Which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the **Member Agency** or any person or organization for whom the **Member Agency** may be legally liable;

    d. At or from any site or location on which the **Member Agency** or any contractors or subcontractors working directly on the **Member Agency's** behalf or performing operations:

        i. If the **pollutants** are brought on or to the site or location in connection with such operations; or
        ii. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the **pollutants.**

e. Notwithstanding above, this exclusion shall not apply to liability arising out of operations of Weed & Pest Control operations.

5. Liability arising out of any governmental directions or request that the **Member Agency** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

6. Claims for loss or damage including consequential loss or any liability of any and all **Covered Parties** arising out of or in any way connected with the application of the principles of eminent domain, condemnation proceeding, retroactive condemnation, inverse condemnation or reverse condemnation, by whatever name called, regardless of whether such claims are made directly against the **Covered Party** or by virtue of any agreement entered into by or on behalf of the **Covered Party**.

7. Claims against any **Peace Officer**, except;

   a. 42 U.S.C. § 1983 actions against **Peace Officers** in their official capacity but only after coverage for such 42 U.S.C. § 1983 actions under the Wyoming State Self Insurance Program has been denied;

   b. Actions arising out of the use of an automobile by an off-duty peace officer who is operating a vehicle owned by a Covered Party, provided that: (1) the vehicle use conformed with the vehicle use policies of the Covered Party; and (2) the State Self-Insurance Program declined to defend or indemnify the action.

8. Failure to perform, or breach of, a contractual obligation.

9. Liability arising out of the hazardous properties of **Nuclear Material**.

10. Real and personal property owned by participants or property of others required to be insured under contract. This is covered under entity property insurance coverage.

11. Exemplary or punitive damages. Under Governmental Claims Act a judgment for these damages is barred. (W.S. § 1-39-118 (d)).