

## FW: Walker v. Bruce & Edwards (Fulton Superior Court, Case No. 2020-CV-342537)

With respect to Comprehensive General Liability, Law Enforcement Liability, and Auto Liability, the term "Occurrence" shall mean an accident or, only with respect to Law Enforcement Liability, an event, or a continuous or repeated exposure to conditions which results in Bodily Injury, Personal Injury, Property Damage, or other Liability described in Casualty Coverage Section I.C.

These actions do not meet the definition of "Occurrence" as defined under the GIRMA Member Agreement.

We also refer you to the Errors and Omissions section of the GIRMA Coverage Agreement.

### A. COVERAGE AGREEMENT

GIRMA hereby agrees, subject to the definitions, exclusions, limitations, terms and conditions herein mentioned to pay on behalf of the Named Member all Money Damages incurred by the Named Member by reason of any Wrongful Act committed during the Coverage Agreement Period by an Elected or Appointed Official or Employee of the Named Member while acting within the scope of their duties for or on behalf of the Named Member.

You are directed to the Member Coverage Agreement, General Coverage Declarations. Section VII, Item C which addresses to whom coverage is applied to and defines Member as, "any Director, Employee, Officer, Trustee, or Volunteer, past or present, acting for and on behalf of the Named Member and under its direction and control or appointed by the Named Member while acting within the scope of their duties."

**These actions would fall out outside the scope of official duties and would not meet the definition of Member**

We direct your attention to the Member Coverage Agreement, Casualty Coverage Section, IV, Errors and Omissions Liability. Please note Item 12 under Section B, Exclusions, which states... *this Coverage Section does not provide coverage for or apply to any claim made against the Named Member: based upon or attributable to a malicious act, defined as a Wrongful Act done willfully or purposely to cause injury, loss or damage to another, except where liability is vicarious or imputed to the Named Member; in no event will coverage apply with respect to liability of any Member arising from a malicious act by the Member.*

You are also directed to the Member Coverage Agreement, Casualty Coverage Section, under the Comprehensive General Liability and Law Enforcement Liability section I, B. Exclusions – item **(2) this section does not provide coverage and does not apply: to any claim arising out of or in any way connected with Bodily Injury or Property Damage expected or intended from the standpoint of the Member....**

Ms. Walker is asking the Court for Declaratory Judgment and other forms of relief.

We direct your attention to the General Coverage Exclusions, Exclusion C, which states coverage does not apply to..."any claim seeking equitable relief, redress or any other claim seeking relief in any form other than money damages."

Additionally on page 14, under General Coverage Definitions, E, the definition of "Money Damages" includes "all sums recoverable by law from liability covered under this agreement, except sums awarded for attorney fees and court costs associated with any claim seeking only injunctive or other equitable relief."