

SELF-DEFENSE LIABILITY COVERAGE FORM

THIS IS A CLAIMS MADE AND REPORTED POLICY. DEFENSE COSTS ARE WITHIN THE LIMITS PROVIDED BY THIS POLICY.

PLEASE READ THE ENTIRE FORM CAREFULLY

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. The words "we", "us" and "our" refer to the Company providing this insurance.

Various words and phrases that appear in quotation marks have special meaning. Refer to **Section V – Definitions**.

SECTION I – COVERAGES

COVERAGE A – CLAIM EXPENSES AND DAMAGES

1. Insuring Agreement

- a. We will pay on behalf of the "insured" "claim expenses" and "damages", in excess of the Each Incident Retention Amount and subject to the Annual Aggregate Retention Amount stated in the Declarations, that the "insured" becomes legally obligated to pay because of a "claim" for "damages" that arises out of:
 - (1) An "occurrence"; or
 - (2) "Covered legal liability".
- b. However, this insurance applies, and we will pay "claim expenses" and "damages", only if:
 - (1) The "occurrence" or incident resulting in "covered legal liability" takes place in the "coverage territory"; and
 - (2) The "occurrence" or incident resulting in "covered legal liability" took place on or after the Retroactive Date and before the end of the policy period; and
 - (3) A "claim" or suit for "damages" is first made against the "insured" during the policy period or any applicable Extended Reporting Period; and
 - (4) The "claim" or suit for "damages" is reported to us in writing in accordance with paragraph B. of SECTION III – SELF-DEFENSE LIABILITY CONDITIONS; and
 - (5) The insurance provided pursuant to paragraph 1.a.(2) of COVERAGE A – CLAIM EXPENSES AND DAMAGES applies only if the theft of the firearm is promptly reported to the proper authorities upon discovery and the "insured" was not complicit in or involved in promoting, soliciting, or otherwise encouraging the theft.
- c. Except as provided in paragraph B.3.a. of SECTION III – SELF-DEFENSE LIABILITY CONDITIONS, a "claim" by a person or organization seeking "damages" shall be deemed to have been made when it is received by the "insured". A "claim" is deemed reported to us when we receive written notice of it. All "claims" for "damages" to the same person or organization, including "damages" claimed by

any person or organization for care, loss of services, or death, will be deemed to have been made at the time the first of those claims is made against any "insured".

d. We will have the right and duty to defend the "insured" against any "claim" seeking "damages". However, we will have no duty to defend the "insured" against any "claim", suit, demand, cause of action, or proceeding of any kind to which this insurance does not apply. We will have the right to assign counsel of our choosing to defend the "insured" against any "claim" arising out of an "occurrence" or incident resulting in "covered legal liability" to which this insurance applies. We will not unreasonably withhold approval of defense counsel requested by the insured, provided that such counsel, in our sole judgment, has the necessary professional experience to defend the "claim", agrees to operate within our litigation guidelines, and agrees to our usual and customary rates and billing guidelines. We may, at our discretion, investigate any "occurrence", or incident involving "covered legal liability", and settle any "claim" that may result. But:

(1) The amount we will pay for "damages" and "claim expenses" is limited as described in SECTION II – LIMITS OF INSURANCE; and

(2) Our obligation to perform under this policy, to pay "claim expenses" and "damages", and our right and duty to defend the "insured" against any "claim" seeking "damages" ends:

(a) When the Applicable Limit of Liability shown in the Declarations has been exhausted in the payment of "claim expenses" or "damages", or in the payment or settlement of any "claim"; or

(b) In the event of the insured's "conviction" of any criminal charge(s) caused by, arising out of, or related in any way to:

i. The "occurrence", or

ii. The "covered legal liability"

for which coverage under this policy is being sought.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided within paragraph 1. Insuring Agreement, of COVERAGE B – DEFENSE EXPENSES, or within paragraph 2. Incidental Expenses, of COVERAGE B – DEFENSE EXPENSES.

2. Exclusions

This policy does not apply to, and provides no insurance for:

a. Expected or Intended Injury

Injury or damage expected or intended from the standpoint of the "insured". This exclusion does not apply to injury or damage resulting from an "occurrence".

b. Criminal Acts

Any criminal act by any "insured", including any injury or damage caused by or during any criminal act of any "insured".

c. Contractual Liability

Any obligation of the "insured" due to the "insured's" assumption of liability in a contract or agreement.

d. Non-Insureds

The use of a firearm or other weapon by anyone other than an "insured". This exclusion does not apply to incidents that may result in "covered legal liability".

e. Employer's Liability

Injury or damage to an "employee" of any "insured" arising out of and in the course of:

- (1) Employment by any "insured"; or
- (2) Performing duties related to the conduct of the "insured's" business.

f. Professional Services

"Damages" or "claim expenses" due to the rendering of or failure to render any professional service; or the negligent employment, investigation, supervision, or retention of any professional for whom any "insured" is or ever was responsible.

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 the "insured".

g. War

Injury or damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

h. Occupational Use

- (1) Any "insured's" conduct in providing any kind of law enforcement, corrections, recovery, or repossession services, whether or not for compensation or a fee, including any injury or damage caused by or arising from such conduct.
- (2) Any "insured's" conduct in providing security or safety services for compensation or a fee, including any injury or damage caused by or arising from such conduct.

i. Damage To Property

Damage to:

- (1) Property owned, rented, or occupied by any "insured", including any costs or expenses incurred by the "insured", or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Property loaned to an “insured”;
- (3) Personal property in the care, custody or control of an “insured”.

j. Electronic Data

“Damages” or “claim expenses” arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

k. Mysterious disappearance

“Damages” or “claim expenses” arising out of the unexplained or mysterious disappearance of a firearm or other weapon.

COVERAGE B – DEFENSE EXPENSES

1. Insuring Agreement

- a. We will pay, up to the Defense Expense Limit shown in the Declarations, “defense expenses” incurred by an “insured” in response to or in the investigation or defense of a “law enforcement inquiry” involving the “insured”, or in the investigation or defense of a legal proceeding commenced against an “insured” in which no “claim” for “damages” is made against the “insured”, provided that such “law enforcement inquiry” or legal proceeding arises from:
 - (1) An “occurrence”; or
 - (2) “Covered legal liability”.
- b. However, this insurance applies, and we will pay “defense expenses”, only if:
 - (1) The “occurrence” or incident resulting in “covered legal liability” takes place in the “coverage territory”; and
 - (2) The “occurrence” or incident resulting in “covered legal liability” occurred during the policy period; and
 - (3) The “law enforcement inquiry” involving an “insured”, or legal proceeding in which no “claim” for “damages” is made against an “insured”, commenced no later than 60 days after the end of the policy period, or as specified in paragraph B.3.b. of SECTION III – SELF-DEFENSE LIABILITY CONDITIONS; and
 - (4) The “law enforcement inquiry” involving an “insured”, or legal proceeding in which no “claim” for “damages” is made against an “insured”, is reported to us in writing accordance with paragraph B. of SECTION III – SELF-DEFENSE LIABILITY CONDITIONS.
- c. The insurance provided in paragraph 1.a.(2) of COVERAGE B – DEFENSE EXPENSES applies only if the theft of the firearm is promptly reported to the proper authorities upon discovery and the “insured” was not complicit in or involved in promoting, soliciting, or otherwise encouraging the theft.
- d. While we will pay “defense expenses” as provided in paragraphs 1.a.(1) and 1.a.(2) of COVERAGE B – DEFENSE EXPENSES, we shall have no duty to provide the defense of any “insured” in connection with any “law enforcement inquiry” or legal proceeding in which no “claim” for “damages” is made against an “insured”.

- e. The amount we will pay for “defense expenses” is limited as described in SECTION II – LIMITS OF INSURANCE. Our obligation to perform under this policy, and our obligation to pay “defense expenses” ends:
 - (1) When the Applicable Limit of Liability shown in the Declarations has been exhausted in the payment of “defense expenses”; or
 - (2) With the insured’s “conviction” of any criminal charge(s) caused by, arising out of, or related in any way to:
 - (a) The “occurrence”, or
 - (b) The “covered legal liability”
- for which coverage under this policy is sought.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided within paragraph 1. Insuring Agreement, of COVERAGE A – CLAIM EXPENSES AND DAMAGES, or within paragraph 2. Incidental Expenses, of COVERAGE B – DEFENSE EXPENSES.

2. Incidental Expenses

We will pay, up to the Incidental Expense Limit as shown in the Declarations, all reasonable and necessary expenses incurred by the “insured” for:

- a. Costs to clean or restore the “residence premises” of the “insured” as a result of an “occurrence” or incident resulting in “covered legal liability” that are not covered by or are included within deductible amounts of any applicable homeowners policy; and
- b. Replacement of a firearm, up to its manufacturer’s suggested retail price, that has been confiscated as a result of an “occurrence”, provided that:
 - (1) no criminal charge or indictment will be brought against, or there has been a dismissal or acquittal of all criminal charges or proceedings against, the “insured” as a result of the “occurrence”; and
 - (2) it becomes reasonably certain that the firearm will not be returned to the “insured”.
- c. Miscellaneous costs incurred by an “insured”, at our request or at the request of the insured’s legal counsel, as a direct result of a “claim”, “law enforcement inquiry”, or other legal proceeding to which this insurance applies.

These payments reduce the limit of insurance shown in the Declarations for “defense expenses”.

3. Exclusions

This policy does not apply to, and provides no insurance for:

a. Expected or Intended Injury

Injury or damage expected or intended from the standpoint of the “insured”. This exclusion does not apply to injury or damage resulting from an “occurrence”.

b. Criminal Acts

Any criminal act by any “insured”, including any injury or damage caused by or during any criminal act of any “insured”.

c. Contractual Liability

Any obligation of the “insured” due to the “insured’s” assumption of liability in a contract or agreement.

d. Non-Insureds

The use of a firearm or other weapon by anyone other than an "insured". This exclusion does not apply to incidents that may result in "covered legal liability".

e. Employer's Liability

Injury or damage to an "employee" of any "insured" arising out of and in the course of:

- (1) Employment by any "insured"; or
- (2) Performing duties related to the conduct of the "insured's" business.

f. Professional Services

"Defense expenses" due to the rendering of or failure to render any professional service; or the negligent employment, investigation, supervision, or retention of any professional for whom any "insured" is or ever was responsible.

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 the "insured".

g. War

Injury or damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

h. Occupational Use

- (1) Any "insured's" conduct in providing any kind of law enforcement, corrections, recovery, or repossession services, whether or not for compensation or a fee, including any injury or damage caused by or arising from such conduct.
- (2) Any "insured's" conduct in providing security or safety services for compensation or a fee, including any injury or damage caused by or arising from such conduct.

i. Damage To Property

Damage to:

- (1) Property owned, rented, or occupied by any "insured", including any costs or expenses incurred by the "insured", or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to an "insured";
- (3) Personal property in the care, custody or control of an "insured".

This exclusion i. does not apply to payments under paragraph 3. Incidental Expenses, of SECTION I – COVERAGES.

j. Electronic Data

“Defense expenses” arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

k. Mysterious disappearance

“Defense expenses” arising out of the unexplained or mysterious disappearance of a firearm or other weapon.

SECTION II – LIMITS OF INSURANCE

- A.** The Limits of Insurance in excess of the Each Occurrence Retention Amount that is subject to the Annual Aggregate Retention Amount, if any, 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 suits.
- B.** The General Aggregate Limit is the most we will pay for the sum of all “claims”, “claim expenses”, “damages”, “defense expenses”, and Incidental Expenses, other than our unallocated loss adjustment expenses, covered under this policy. The General Aggregate Limit is reduced by all payments made under this policy.
- C.** The Each Claim Limit is the most we will pay for “claim expenses” and “damages” that the insured becomes legally obligated to pay as a result of a “claim” arising from an “occurrence” or incident resulting in “covered legal liability”.
- D.** The Defense Expense Limit is the most we will pay for “defense expenses” incurred in the investigation and defense of a “law enforcement inquiry” into an “occurrence” involving an “insured” or legal proceedings in which no “claim” for “damages” is made against an “insured”.
- E.** The Cost of Bail Bond Limit is the most we will pay for the cost of bail bonds associated with any criminal charge or proceeding against the “insured”. Any payments made under the Cost of Bail Bond Limit shall be subject to and shall reduce the Defense Expense Limit shown in the Declarations.
- F.** The Loss of Earnings Limit is the most we will pay for actual per-day loss of earnings incurred by an “insured” because of time off from work. Any payments made for loss of earnings is subject to and shall reduce the Each Claim Limit shown in the Declarations.
- G.** The Incidental Expense Limit is the most we will pay for those costs and expenses identified Paragraph 2. Incidental Expenses, of COVERAGE B – DEFENSE EXPENSES. Any payments made under Paragraph 2. Incidental Expenses, of COVERAGE B – DEFENSE EXPENSES shall be subject to and shall reduce the Defense Expense Limit shown in the Declarations.

H. Retention

1. The "named insured" will be responsible for payment to us of any amounts we pay pursuant to SECTION I – COVERAGES up to the "Retention Limits", if any, shown in the Declarations. We may pay any part or all of the retention to effect settlement of any claim or "suit". Upon notification of the action taken the "named insured" shall promptly reimburse us for such part of the retention limit as has been paid by us.

2. Each Occurrence Retention Amount

The Each Occurrence Retention Amount shown in the Declarations shall apply to each "occurrence".

3. Annual Aggregate Retention Amount

The Annual Aggregate Retention Amount stated in the Declarations shall be the maximum aggregate retention obligation of the "named insured" for all "occurrences".

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – SELF-DEFENSE LIABILITY CONDITIONS

A. Bankruptcy

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

B. Duties In The Event Of Occurrence, Incident, Claim, Inquiry, or Proceeding

1. As a condition precedent to your rights under this Policy, you must see to it that we are notified in writing of an "occurrence", an incident that may result in "covered legal liability", or an incident that may result or has resulted in a "claim", "law enforcement inquiry" or other legal proceedings arising out of an "occurrence" or incident that may result in "covered legal liability" as soon as practicable, but in no event later than:
 - a. 60 days after the end of the policy period, or
 - b. The expiration date of any applicable Extended Reporting Period.
2. To the extent possible, notice should include how, when and where the "occurrence" or incident took place, the names and addresses of any injured persons and witnesses, and the nature and location of any injury or damage or legal proceeding arising out of or related to the "occurrence" or incident. Notice of an "occurrence" or incident is not notice of a "claim".
3. If during the policy period, the "insured" first becomes aware of an "occurrence", an incident that may result in "covered legal liability", or an incident that may result in a "claim", "law enforcement inquiry" or other legal proceeding and the "insured" provides written notice to us as specified in subparagraph B.2. of SECTION III – CONDITIONS, then:
 - a. a "claim" or suit for "damages" arising out of such "occurrence" or incident that is subsequently made against the "insured" within thirty-six (36) months after the end of the policy period and is reported to

us in writing within ten (10) days of the “insured” receiving notice of it shall be deemed to have been made at the time such written notice was received by us; and

- b. a “law enforcement inquiry” involving an “insured”, or legal proceeding in which no “claim” for “damages” is made against an “insured” arising from that “occurrence” or incident was initiated within thirty-six (36) months after the end of the policy period and is reported to us in writing within ten (10) days of the “insured” receiving notice of it shall be deemed to have commenced at the time such written notice was received by us.

However, this policy shall not apply to and provides no insurance for fees, expenses and other costs incurred, without our consent, prior to the time such “occurrence” or incident results in a “claim” or suit for “damages”, a “law enforcement inquiry” involving the “insured”, or a legal proceeding involving the “insured” in which no “claim” for “damages” is made against the “insured”.

- 4. You and any other involved “insured” must:
 - a. Immediately send us copies of any demands, notices, summonses, charges or legal papers received in connection with the “claim”, “law enforcement inquiry”, or other legal proceeding;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, defense, or settlement of the “claim”; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the “insured” because of injury or damage to which this insurance may also apply.
- 5. No “insured” will, except at that “insured's” own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

C. Legal Action Against Us

No person or organization has a right under this policy:

- 1. To join us as a party or otherwise bring us into a "suit" asking for “damages” from an insured; or
- 2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we 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 by us, the insured and the claimant or the claimant's legal representative.

D. Other Insurance

If other valid and collectible insurance is available to the “insured” for a loss we cover under this policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when paragraph 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

2. Excess Insurance

- a. This insurance is excess over any other valid and collectible insurance purchased by the “insured”, whether primary, excess, contingent or on any other basis, that applies to an “occurrence” or “covered legal liability” to which this insurance also applies;
- b. When this insurance is excess, we will have no duty under this Coverage to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 2. The total of all deductible and self-insured amounts under all other insurance.
- d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

E. Premium Audit

1. We will compute all premiums for this insurance in accordance with our rules and rates.
2. Premium shown for this policy as advance premium is deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the “Named Insured”. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the “Named Insured”.
3. The “Named Insured” must keep records of information we need for premium computation, and send us copies at such times as we may request.

F. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the “named insured”, this insurance applies:

1. As if each Insured were the only Insured; and
2. Separately to each insured against whom a claim is made or "suit" is brought.

This condition will not increase our limit of liability for any one claim or “suit”.

G. Appeals

In the event an insured or the insured's other insurer(s) elect not to appeal a judgment for "damages", we may, in our sole discretion, elect to make such appeal at our cost and expense and we shall be liable for the taxable costs and disbursements and interest incidental thereto.

H. Transfer Of Rights Of Recovery Against Others To Us

If any "insured": has rights to recover all or part of any payment we have made under this policy, 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.

I. Recovery or Recoupment

We shall have the right to seek recovery or recoupment from an "insured" the amount of any payments made to, for, or on behalf of the "insured", including payments made to third parties, when any of the following occurs:

1. The "occurrence" or "covered legal liability" that gave rise to a "claim" results in the "conviction" of the "insured" who alleged an "act of self-defense"; or
2. We paid "defense expenses" on behalf of an "insured" for the defense or investigation of a "law enforcement inquiry" or legal proceeding in which no "claim" for "damages" is made against the "insured" when such inquiry or proceeding arises from an "occurrence" or "covered legal liability" and such "law enforcement inquiry" or legal proceeding results in the conviction of the "insured"; or
3. It is determined that we made payments to, for, or on behalf of the "insured" for matters not covered by this Policy or are otherwise prohibited by applicable law.

J. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the "named insured" shown in the Declarations written notice of the nonrenewal not less than 180 days before the expiration date.

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

K. Cancellation or Termination

1. This policy may only be cancelled by us only for the following reasons:
 - a. Nonpayment of premium;
 - b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the Policy;
 - c. Substantial change in the risk assumed, except to the extent that:
 - (1) We had notice of the risk within the first 120 days of the policy period and this is not a renewal or continuation of a policy we issued; or
 - (2) We should reasonably have foreseen the change or contemplated the risk in writing the Policy;
 - d. Substantial breaches of contractual duties, conditions or warranties; or
 - e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the Policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item e., we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

2. This policy shall terminate at the earliest of the following:
 - a. Upon expiration of the policy period stated in the Declarations;
 - b. The effective date of termination specified in prior written notice provided to us by the “named insured”;
 - c. 90 days after receipt by the “named insured” of written notice of termination from us;
 - d. 10 days after receipt by the “named insured” of written notice of termination from us for failure to pay a premium stated in the Declarations when due, unless such premium is paid within such 10 day period; or
 - e. At such other time that is longer than the periods indicated above as may be agreed upon in writing by us and the “named insured”.

L. Your Right To Claim And Occurrence or Incident Information

We will provide the “named insured” shown in the Declarations the following information relating to this and any preceding policy we have issued to the “named insured” during the previous three years:

1. A list or other record of each "occurrence" or incident, of which we were notified in accordance with paragraph B. of SECTION III – SELF-DEFENSE LIABILITY CONDITIONS. We will include the date and a brief description of the "occurrence" or incident if that information was in the notice we received.
2. A summary, by policy year, of payments made.

The “named insured” may not disclose this information without our prior written consent.

If we cancel or elect to non-renew this policy, upon request we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the “named insured” within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile “claim” and "occurrence" or incident information for our own business purposes and exercise reasonable care in doing so. In providing this information to the “named insured”, we make no representations or warranties to any “named insured”, “insureds”, additional insureds, insurers, or others to whom this information is furnished by or on behalf of any “insured”. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

M. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The “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.

N. Premiums

The “named insured” shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

O. Conformity to Law

Any terms of this policy in conflict with the terms of any applicable laws pursuant to which this policy is construed are hereby amended to conform to such laws.

SECTION IV – 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 “occurrences” or incidents on a claims-made basis.

B. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to “claims” for “damages” arising out of “occurrences” or incidents that occurred before the end of the policy period but not before the Retroactive Date, shown in the Declarations.

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

C. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for ninety days with respect to “claims” arising from “occurrences” or incidents arising from a “covered legal liability” not previously reported to us.

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. The Extended Reporting Period does not alter or reduce coverage for “damages” from a “claim” or for “defense expenses” that may later arise from an “occurrence” or incident that was timely reported to us in accordance with paragraph 1.b.(4) of COVERAGE A – CLAIM EXPENSES AND DAMAGES, or paragraph 1.b.(4) of COVERAGE B – DEFENSE EXPENSES.

D. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

SECTION V – DEFINITIONS

A. “Act of self-defense” means the act of defending one’s person or others by the actual or threatened use of a firearm, or other weapon, that is “legally possessed”, against an unlawful, unprovoked, and imminent threat of death or serious bodily harm by an aggressor, but only if: (a) any force used is both reasonable under the circumstances and proportionate to the threat; and (b) the act is permitted by applicable law.

B. “Claim” means a demand received by any “insured”, including a suit or service thereof, seeking “damages”. However, “claim” shall not include a “law enforcement inquiry”, criminal charge, or other proceeding in which no “damages” are sought from an “insured”.

C. “Claim Expenses” means

1. All expenses we incur, to investigate or mitigate “claims” or potential “claims” arising from an “occurrence”; and
2. Legal fees incurred by the insured for the payment of legal counsel in the investigation or defense of any “claim” seeking “damages”, provided that such counsel’s rates are reasonable and commensurate with

the experience of the attorney, the complexity of the proceeding, and the rates typically paid in the jurisdiction where the proceeding is pending; and

3. All reasonable and necessary expenses incurred by the insured at our request to assist us in the investigation or defense of a "claim" seeking "damages", including actual loss of earnings because of time off from work up to the per day Loss of Earnings Limit as shown in the Declarations; and
4. All court costs taxed against the "insured" in a "claim" or suit for "damages".

"Claims expenses" do not mean expenses of our salaried "employees", salaries of any insured's "employees" or either our or your office expenses.

- D. "Conviction" means the entry by a trial court of an adjudication, judgment, order or ruling finding a party guilty of a crime whether following a plea of nolo contendere, a plea of guilty, a criminal trial, a judicial determination, or any other similar mechanism or procedure.

However, this does not include the insured's "conviction" for a conceal carry or similar law.

- E. "Coverage territory" means the United States of America (including its territories and possessions).

- F. "Covered legal liability" means the legal liability of an "insured" arising out of a non-insured's use of:

1. A stolen "safeguarded firearm; or
2. A firearm owned by an insured that is stolen from a "secured location"; or
3. A firearm owned by an insured that is stolen from a "secured auto"; or
4. A firearm owned by an insured that is taken from the "personal possession" of the insured in the course of a robbery.

- G. "Damages" means any compensatory sum that an "insured" becomes legally obligated to pay as a result of a judgment, adjudication or settlement of any "claim". "Damages" includes pre-judgment and post-judgment interest. Unless permitted by controlling law, "Damages" shall not include fines, judicial sanctions, penalties, punitive and/or exemplary damages, or multiples of compensatory damages. "Damages" shall not include any amount deemed uninsurable under the law pursuant to which this policy is construed.

- H. "Defense Expenses" means reasonable and necessary costs and expenses incurred by the "insured", at our request or at the request of legal counsel, in response to or in the investigation or defense of a "law enforcement inquiry" involving the "insured", or in the investigation or defense of a legal proceeding commenced against an "insured" in which no "claim" for "damages" is made against the "insured". Such reasonable and necessary costs and expenses shall include legal fees incurred by the insured for the payment of legal counsel, provided that such counsel's rates are reasonable and commensurate with the experience of the attorney, the complexity of the proceeding, and the rates typically paid in the jurisdiction where the proceeding is pending. "Defense expenses" include the cost of bail bonds associated with any criminal charge or proceeding against the "insured".

- I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- J. "Insured" means:

1. the "Insured Organization";
2. "Employees" of the "Insured Organization".

- K.** "Insured Organization" means the "named insured" and any entity that has contracted to provide services to, for, or on behalf of the "named insured", provided that the applicable service contract requires that such entity be an insured with specific reference to this policy.
- L.** "Law Enforcement Inquiry" means a lawful investigation or official proceeding inquiring into an actual or alleged violation of or failure to comply with a criminal statute.
- M.** "Leased worker" means a person leased to you by a labor leasing firm or another employer, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- N.** "Legally possessed" means the insured's possession of the firearm or other weapon is in compliance with 18 U.S.C. § 922, or other applicable federal law.
- O.** "Named Insured" means the entity or person identified as such in the Declarations.
- P.** "Occurrence" means the use of a "legally possessed" firearm or other "legally possessed" weapon in an "act of self-defense" by the insured.
- Q.** "Personal possession" means upon the person.
- R.** "Residence premises" means the permanent residence of an "insured", including structures or grounds appurtenant thereto, and any dwelling at which the "insured" temporarily resides at the time of the "occurrence".
- S.** "Safeguarded firearm" means a firearm that has its operation disabled by a trigger lock, and/or breach lock, and/or fire mechanism detachment.
- T.** "Secured auto" means an auto from which no firearm is visible from the outside and that has been locked or otherwise secured to prevent access to all firearms within that auto by parties other than the "insured".
- U.** "Secured location" means your "residence premises" or office that has been locked or otherwise secured to prevent access to firearms within such premises or office by parties other than the insured.
- V.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – ASSOCIATION MEMBERS

- A. The definition of “insured” set forth in paragraph J. of **SECTION V—DEFINITIONS** is amended to include the following individuals as additional insureds:
1. “Association members”; and
 2. Any individual who is not an “association member” but who is related by blood or marriage to the “association member”, or is a minor person in the legal custody of the “association member”, provided that such relative or minor person permanently resides with the “association member” at the “association member’s” permanent residence.
- B. The insurance afforded to such additional insureds:
1. Applies only to the extent permitted by law;
 2. Will not be broader than that which is afforded to an insured under the policy; and
 3. Applies only to the extent that the “occurrence” or incident resulting in “covered legal liability” did not occur prior to the retroactive date shown in the Declarations, or the time from which the “association member” has maintained uninterrupted membership, whichever is later; and
 4. Applies, with respect to the individuals specified in paragraph A.2. of this Endorsement, only to “occurrences” involving “acts of self-defense” by such individuals on or in the “residence premises” of the “association member” to whom such individual is related by blood or marriage or, if such individual is a minor, the “association member” who has legal custody of that individual.
- C. The amount we will pay on behalf of an additional insured for “damages”, “claim expenses”, or “defense expenses” is subject to and is limited as described in **SECTION II – LIMITS OF INSURANCE**, and is subject to the other terms and conditions of the policy. This endorsement shall not increase the Limits of Insurance shown in the Declarations.
- D. For the purposes of this Endorsement, and with respect to the insurance afforded to the additional insureds specified in paragraph A. of this Endorsement, the following is added to **SECTION V – DEFINITIONS**:
- “Association Member” means an individual who is a member of the “named insured” association at the time of the “occurrence” or incident resulting in “covered legal liability”, as determined by the “named insured’s” records and its membership agreement.
- E. Only for the purposes of this Endorsement, and with respect to the insurance afforded to the additional insureds specified in paragraph A. of this Endorsement, the definition of “residences premises” set forth in **SECTION V—DEFINITIONS**, is amended as follows:

“Residence premises” means the permanent residence of an “association member”, including structures or grounds appurtenant thereto, and any dwelling at which the “association member” temporarily resides at the time of the “occurrence”.

All other terms and conditions of the policy remain unchanged.