

SELF-DEFENSE LIABILITY COVERAGE FORM

**THIS IS A CLAIMS MADE AND REPORTED 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 other words and phrases that appear in quotation marks have special meaning. Refer to **Section V – Definitions**.

SECTION I – COVERAGE

PART A – SELF-DEFENSE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay for "compensatory damages" as a result of any "claim" seeking "compensatory damages" to which this insurance applies. We will have the right and duty to defend the "insured" against any "claim" seeking "compensatory damages". However, we will have no duty to defend the "insured" against any "claim" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence", and we may settle any "claim" seeking "compensatory damages" that may result, but the amount we will pay under this policy is limited as described in **SECTION II – LIMITS OF INSURANCE**.

No other obligation or liability to pay "compensatory damages", fees, costs, or expenses is covered unless explicitly provided for in **SECTION I – COVERAGE, PART B – SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies only if:
- (1) The "claim" is caused by or results from an "occurrence"; and
 - (2) The "occurrence" causing or resulting in the "claim" takes place in the "coverage territory"; and
 - (3) The "occurrence" causing or resulting in the "claim" takes place on or after the "Retroactive Date" and before the end of the policy period; and
 - (4) The "claim" is first made against the "insured" during the policy period or in accordance with **SECTION IV – EXTENDED REPORTING PERIOD**; and
 - (5) The "claim" is reported to us in writing in accordance with paragraph B. of **SECTION III – SELF-DEFENSE LIABILITY CONDITIONS**.
- c. Except as provided in paragraph B.3. of **SECTION III – SELF-DEFENSE LIABILITY CONDITIONS**, a "claim" 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 "compensatory damages" claimed by the same person or organization, including "compensatory 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 have the right to assign counsel of our choosing to defend the "insured" against any "claim" to which this insurance applies. We will not unreasonably withhold approval of defense counsel requested by the "insured", provided that such counsel:

- (1) Has, in our sole judgment, the necessary professional experience to defend the “claim”; and
- (2) Agrees to our usual and customary rates and reporting and billing guidelines.
- e. We may, at our discretion, investigate any “occurrence”, and we may settle any “claim” for “compensatory damages” that may result. But our obligation to perform under this policy and to pay “compensatory damages”, and to make “supplementary payments,” and our right and duty to defend the “insured” against any “claim” seeking “compensatory damages”, ends:
 - (1) When the Applicable Limit of Liability shown in the Declarations has been exhausted in the payment or settlement of any “claim(s)” for “compensatory damages”; or
 - (2) In the event of the “insured’s” “conviction” of any criminal charge(s) for any “claim” caused by or resulting from a “law enforcement inquiry”. However, this does not include the “insured’s” “conviction” of or plea to any criminal charge that is not a “crime of violence”.

2. Exclusions

This policy does not apply to, and provides no insurance for any “claim” arising out of:

a. Expected or Intended Injury

Injury or damage expected or intended from the standpoint of the “insured”. This exclusion does not apply to a “claim” arising out of injury or damage resulting from an “act of self-defense”.

b. Criminal Acts

Any actual or alleged criminal act by any “insured”, including any injury or damage caused by or occurring during any criminal act of any “insured”, for which self-defense is inapplicable as a justification or unavailable as an absolute defense under applicable law.

c. Contractual Liability

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

d. Non-Insureds

An “act of self-defense” by anyone other than an “insured”.

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

Injury or damage arising out of:

- (1) The rendering of or failure to render any professional service; or
- (2) 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 arising 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

Injury or damage arising out of:

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

This exclusion does not apply to damages covered paragraph 1.g of **SECTION I – COVERAGE, PART B – SUPPLEMENTARY PAYMENTS.**

j. Electronic Data

Injury or damage 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

Injury or damage arising out of the unexplained or mysterious disappearance of a firearm or other weapon.

l. Violation of 18 U.S.C § 922

Use or possession of a firearm or other weapon in violation of 18 U.S.C § 922.

PART B – SUPPLEMENTARY PAYMENTS

1. We will pay with respect to any “claim” to which this insurance applies:

- a. All expenses we incur to investigate or mitigate any “claim” or any “occurrence” that may result in a “claim”; and
- b. All expenses we incur to defend an “insured” against any “claim” to which this insurance applies; and
- c. Up to \$250,000 for the cost of bail bonds required for an “insured” because of an “occurrence”; and
- d. All reasonable and necessary expenses incurred by an “insured” at our request to assist us in the investigation or defense of a “claim” to which this insurance applies, including up to \$750 per day for actual loss of earnings because of time off from work; and
- e. Up to \$10,000 for “actual loss of after tax earnings”:
 - (1) Caused by local authorities limiting or denying access to your place of work for up to 30 consecutive days due to an “occurrence” to which this insurance applies; or

- (2) Because you are injured and cannot work for up to 30 consecutive days as a result of an "occurrence" to which this insurance applies.
- f. Up to \$5,000 for attorney fees and expenses incurred by the "insured" in expunging or sealing the records of any "law enforcement inquiry" to which this insurance applies, but only if:
- (1) Such fees and expenses are incurred within 90 days following the closing date of the "law enforcement inquiry"; and
 - (2) Such fees and expenses are submitted to us for payment within 120 days following the closing date of the "law enforcement inquiry"; and
 - (3) The "insured" is an "insured under this policy at the time such fees and expenses are submitted to us for payment pursuant to (2), above.
- g. All court costs taxed against the "insured" in a "claim". However, these court cost do not include the other party's attorneys' fees or attorneys' expenses taxed against the "insured"; and
- h. All interest on the full amount of the judgement that accrues after the entry of the judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the Limits of Insurance shown in the Declarations; and
- i. Up to \$20,000 for any combination of "incidental expenses", but only if:
- (1) The "incidental expenses" were caused by an "occurrence"; and
 - (2) The "occurrence" giving rise to the "incidental expenses" was reported to us in accordance with paragraph B. of **SECTION III – SELF-DEFENSE LIABILITY CONDITIONS**.

These supplementary payments are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

2. We will pay up to \$15,000 for attorney fees and expenses incurred by the "insured" in defending against or challenging any extreme risk protection order issued against such "insured" or any similar government action taken against such "insured" for the purpose of temporarily seizing any otherwise lawfully possessed firearm by such "insured" or preventing the otherwise lawful possession or acquisition of any firearm by such "insured".

These supplementary payments are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

3. With regard to legal counsel who has been selected by the insured and who has not been approved by us and/or is not compliant with the requirements of paragraph 1.d. of **SECTION I – COVERAGE, PART A – SELF-DEFENSE LIABILITY**, we will pay with respect to any "claim" legal fees and expenses incurred by the "insured" for the payment of such legal counsel in the investigation or defense of any "claim". But:
- a. The most we will pay for the total of all such fees and expenses is \$100,000; and
 - b. Payments made under this provision are part of and reduce the available applicable limit of insurance.

SECTION II – LIMITS OF INSURANCE

- A. The Limits of Insurance 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. Regardless of the number of "claims", the Per Insured Annual Aggregate Limit is the most we will pay for the sum of all payments made to or on behalf of any "insured" for all "claims" arising or made in any 12 month period, except for those enumerated in paragraphs 1.a. through 1.i. and 2. of **SECTION I – COVERAGE, PART B – SUPPLEMENTARY PAYMENTS**.

- C. The Each Claim Limit is the most we will pay for the total of “compensatory damages” and, if applicable, fees and expenses provided for under paragraph 3. of **SECTION I – COVERAGE, PART B – SUPPLEMENTARY PAYMENTS** that any “insured” becomes legally obligated to pay as the result of a “claim”.

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, 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 a “claim” or an “occurrence” that may result in a “claim” 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” took place, the names and addresses of any injured persons and any witnesses, and the nature and location of any injury or damage or any legal proceeding arising out of the “occurrence”. Notice of an “occurrence” is not notice of a “claim”.
3. If, during the policy period, the “insured” first becomes aware of a “claim” or of an “occurrence” that may result in a “claim” and the “insured” provides written notice to us of such “claim” or “occurrence” as specified in paragraph B.2. above, then:
 - a. A “claim” or suit for “compensatory damages” arising out of such “occurrence” that is subsequently made against the “insured” within thirty-six (36) months after the end of the policy period and that 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 it was first reported to us in writing; and
 - b. A “claim” caused by or resulting from a “law enforcement inquiry” arising out of such “occurrence” that is commenced 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 and made at the time such initial 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 “claim” is made.

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” 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” or other legal proceeding; 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” shall, 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 seeking 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 arising out of any “claim” to which this insurance does not apply 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” or the “insured’s” legal representative, 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 “claim” or “occurrence” to which this insurance applies, 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 2.c. below.

2. Excess Insurance

- a. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, providing coverage to the “insured” for a “claim” or an “occurrence” to which this insurance also applies.
- b. When this insurance is excess, we will have no duty to defend the “insured” against any “claim” or “occurrence” if any other insurer has a duty to defend the “insured” against that “claim” or “occurrence”. 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.

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

1. The “named insured” shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We will compute all premiums for this insurance in accordance with our rules and rates on an annual basis or more frequently as agreed to by the “Named Insured” and us.
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.
4. Failure to pay the monthly premium on a timely basis will cause coverage to lapse. A timely payment means that the premium is paid within the billing month.

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) elects not to appeal a judgment for "compensatory 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 to impair them. At our request, the "insured" shall bring suit or transfer those rights to us and help us enforce them.

I. Recovery or Recoupment

If required by applicable law, 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, if it is determined that coverage provided by this policy and any corresponding payments were made for matters not permitted 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 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 paragraph **K.1.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 if such termination is 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 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", whether or not such "occurrence" resulted in a "claim", 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" 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" 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. 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" 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" 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 shown in the Declarations of this policy and lasts for ninety days with respect to "claims" arising from "occurrences" 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 "claims" that may later arise from an "occurrence" that was timely reported to us in accordance with paragraph B. of **SECTION III – SELF-DEFENSE LIABILITY CONDITIONS**.

- D. The Extended Reporting Period does not reinstate or increase the Limits of Insurance shown in the Declarations.

SECTION V – DEFINITIONS

- A. "Act of self-defense" means the use of objectively reasonable force by the "insured" to protect persons.
- B. "Actual loss of after-tax earnings" means:
1. Money not paid to you by an employer as "regular compensation"; or
 2. The actual provable loss of after-tax earnings of a business you own that would have occurred had there been no closure of such business by authorities due to an "occurrence" to which this insurance applies.
- C. "Additional living expenses" mean the following expenses incurred by an "insured" due to an "occurrence" that takes place at the "residence premises":
1. Rent or other charges or fees incurred for temporary living quarters while such "insured's" primary residence is unlivable or access to such "insured's" primary residence is restricted or dangerous; and
 2. Costs of meals up to \$25 per day per family member for each family member permanently living in such "insured's" primary residence that was the site of an "occurrence" while such "insured's" primary residence is unlivable or access to such "insured's" primary residence is restricted or dangerous.
 3. Additional costs for fuel due to increased travel distances and times while such "insured's" primary residence is unlivable or access to such "insured's" primary residence is restricted or dangerous; and
 4. Temporary storage costs such "insured" incurs to protect such "insured's" personal property or board such "insured's" pets while such "insured's" primary residence is unlivable or access to such "insured's" primary residence is restricted or dangerous.
- D. "Claim" means:
1. A demand received by any "insured", including a suit or service thereof, seeking "compensatory damages"; or
 2. A "law enforcement inquiry";
- arising out of an "occurrence".
- E. "Compensatory 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". "Compensatory damages" includes pre-judgment and post-judgment interest. Unless permitted by controlling law, "compensatory damages" shall not include fines, judicial sanctions, penalties, punitive and/or exemplary damages, or multiples of "compensatory damages". "Compensatory damages" shall not include any amount deemed uninsurable under the law pursuant to which this policy is construed.
- F. "Conviction" means the final non-appealable entry by a court of an adjudication, judgment, order or ruling finding a party guilty of a crime.
- G. "Coverage territory" means the United States of America (including its territories and possessions).
- H. "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; or

5. A stolen weapon that is not a firearm;

provided the theft of the firearm or other weapon 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.

- I. "Crime of violence" means any offense that has as an element the use, attempted use, or threatened use of unlawful force against the person or property of another, or any offense that resulted in bodily injury to another person.
- J. "Defense of actual innocence" means the reasonable assertion by the "insured" that they did not actually commit each and every element of the act(s) that they are alleged to have committed, but only if such act(s) involve the alleged use of unlawful force by the "insured".
- K. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- L. "Incidental Expenses" means:
 - 1. The costs to clean or restore the "residence premises" of the "insured" as a result of an "occurrence" that are not covered by or are included within deductible amounts of any applicable homeowners policy;
 - 2. "Additional Living Expenses" up to \$5,000
 - 3. Deductible amounts for which you are responsible under a property and casualty insurance policy that you have purchased covering property damaged as a result of an "occurrence."
 - 4. Replacement of a weapon, up to its manufacturer's suggested retail price, that has been confiscated as a result of an "occurrence", provided that:
 - a. 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
 - b. It becomes reasonably certain that the weapon will not be returned to the "insured".
- M. "Insured" means:
 - 1. the "Insured Organization"; and
 - 2. "Employees" of the "Insured Organization".
- N. "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 specifically requires that such entity be an insured under this policy.
- O. "Law Enforcement Inquiry" means:
 - 1. A lawful investigation into an "occurrence", or
 - 2. A legal proceeding commenced against the "insured";that results from an "occurrence" and that alleges a violation of or failure to comply with a criminal statute by the "insured", provided that self-defense is available to the "insured" and the "insured" can, in good faith, assert self-defense as a justification or absolute defense to such allegations under applicable law.
- P. "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".
- Q. "Named Insured" means the entity or person identified as such in the Declarations.
- R. "Occurrence" means:
 - 1. An incident resulting in an "act of self-defense"; or
 - 2. an incident resulting in a "defense of actual innocence"; or
 - 3. an incident resulting in a "covered legal liability".
- S. "Personal possession" means upon the person.
- T. "Regular compensation" means your pay for time spent in your employment as salary or hourly wages for actual "scheduled work". "Regular compensation" does not include commissions, tips, incentive

pay, employee benefits or taxes withheld, profit sharing, variable compensation or other like additions to your salary or hourly compensation.

- U.** "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".
- V.** "Retroactive date: means: the Retroactive Date, if any, shown in the Declarations
- W.** "Safeguarded firearm" means a firearm that has its operation disabled by a trigger lock, breach lock, or firing mechanism detachment.
- X.** "Scheduled work" means days and times that you were actually scheduled to work by your employer. "Scheduled work" does not include planned vacation time or other paid time off.
- Y.** "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".
- Z.** "Secured location" means the "insured's" "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".
- AA.** "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 INSURED – ASSOCIATION MEMBERS

- A. The definition of “insured” set forth in paragraph I. 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, marriage or adoption 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, marriage or adoption or, if such individual is a minor, the “association member” who has legal custody of that individual; and
 5. Notwithstanding the terms of paragraph F. **Separation of Insureds** of **SECTION III – SELF-DEFENSE LIABILITY CONDITIONS**, the Limits of Insurance available to the individuals specified in paragraph A.2. are shared with the related “association member” that they live with and apply as though they were a single “insured” regardless of the number of individuals included within the terms of paragraph A.2.
- C. Except as limited in paragraph B.5. above, 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 a natural person who is a member of the “named insured” association at the time of the “occurrence” or incident resulting in “covered legal liability”, and has maintained uninterrupted membership up to and through the date of the reporting of a “claim” arising out of such “occurrence” or “covered legal liability” to us as determined by the “named insured’s” records and its membership agreement.
- E. For the purposes of this Endorsement, and with respect to the insurance afforded to the additional insureds specified in paragraph A. of this Endorsement, definition of “retroactive date” in **SECTION V – DEFINITIONS** is deleted and replaced by the following:
- Q. “Retroactive date: means:
- a. For the “Named Insured” and employees of the “Named Insured” the Retroactive Date shown in the Declarations

b. For Members of the "Named Insured" the date from which that member has maintained uninterrupted membership in the "Named Insured" association.

R. 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 "residence 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