

## FIREARM LIABILITY OFF DUTY AND RETIRED LAW ENFORCEMENT

Conifer Insurance Company located in Southfield, Michigan, having issued a Master Policy Number CISD000001 (hereinafter referred to as the "Master Policy") to the Professional Investigator Risk Purchasing Group located in Grand Rapids, Michigan, hereby certifies that the individual members of the above-referenced Risk Purchasing group, listed by endorsement in the Schedule of Insurance and attached and made a part hereto as named in the application for coverage under the "Master Policy", is insured under the "Master Policy" subject to all the terms, conditions, coverages, coverage limits, exclusions and endorsements of the "Master Policy" including any amendments thereto.

The coverages described in the "Master Policy" and the limits of liability as shown in the attached schedule of insurance shall be payable subject to the limits of liability shown therein and subject to all the terms, coverage exclusions, policy provisions and conditions of the "Master Policy". The "Master Policy" constitutes the only and only agreement under which payments are made to any individual Professional Investigator Risk Purchasing Group member.

This document is issued as a notice of insurance only and does not constitute a legal contract of insurance.

The following details are those shown in the "Master Policy" as they apply to your insurance. The original "Master Policy" may be inspected at the office of the Professional Investigator Risk Purchasing Group located in Grand Rapids, Michigan.

Various provisions in this policy of insurance restrict and limit coverage. Read this policy and its entirety carefully to determine your rights and the Company's duties as well as what is covered and excluded in this insurance policy.

The words "you", "your" and "insured" used throughout this policy refer to the Named Insured shown in the Declarations page. The words "we", "us" and "our" refer to Conifer Insurance Company providing this insurance.

Any other word or phrase that appears in quotation marks throughout this policy has special meaning and if not defined above are defined in the Definitions section of this policy.

**This insurance covers loss only for the specifically named perils in the Coverage section of this policy. Any cause of loss that is neither specifically named within the Coverage section of this policy nor attached by endorsement, is excluded from coverage under this insurance regardless of whether or not such cause of loss is included in the Exclusions section of this policy.**

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### I. Liability Insurance Agreement

- a. We will pay those sums you become legally obligated to pay as "damage" excess and above any other valid and collectable insurance, because of "bodily injury" or "property damage" caused by your use of a "legally possessed firearm", while engaged in an "act of self-defense" provided, you are eligible to carry and possess a firearm pursuant to HR 218, The Law Enforcement Safety Act of 2004. We will have no duty however, to indemnify or defend you against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" and resolve by way of settlement any "suit" or claim of "bodily injury" or "property damage" to which this insurance applies.

- (1) The amount we will pay for damages is limited as described in the Limits of Insurance section of this policy; and

- (2) Our right and duty to defend you against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance applies terminates once we have used up the

applicable indemnity limit of insurance under this policy in the payment of settlement or judgments issued.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this policy or by endorsement.

b. This insurance does not apply to "bodily injury" or "property damage" unless:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" involving your use of a "legally possessed firearm", while engaged in an "act of self-defense" that takes place in the "policy territory"; and
- (2) The "bodily injury" or "property damage" occurs during the "policy period"; and
- (3) You are eligible to carry and possess a "legally possessed firearm", pursuant to HR 218, The Law Enforcement Safety Act of 2004, during the policy period and at the time of the "act of self-defense" and "occurrence" to which this policy of insurance applies; and
- (4) You plead not guilty to a criminal charge originating out from your use of a "legally possessed firearm", while engaged in an "act of self-defense", where said criminal charge is either dismissed or you are acquitted due to the "act of self-defense".

## COVERAGE B CIVIL SELF-DEFENSE

### I. Civil Defense Insuring Agreement

- a. We will defend you against any "civil suit" alleging "bodily injury" or "property damage" arising out of your use of a "legally possessed firearm", while engaged in an "act of self-defense" not covered under any other valid policy of insurance, regardless of whether the "civil suit" is fraudulent, false, or without merit; however, we shall have the right to negotiate and resolve by way of settlement any "civil suit" or claim alleging "bodily injury" or "property damage" arising out of your use of a "legally possessed firearm", while engaged in an "act of self-defense". We will have no duty to defend you against any "civil suit" seeking damages for "bodily injury", "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" and resolve by way of settlement any "civil suit(s)" or claim of "bodily injury" or "property damage" to which this insurance applies.

- (1) The amount we will pay for the defense against any "civil suit" alleging "bodily injury" or "property damage" arising out of your use of a "legally possessed firearm", while engaged in an "act of self-defense" not covered under any other valid policy of insurance is limited as described in the Limits of Insurance section of this policy; and
- (2) Our right and duty to defend you against any "civil suit" seeking damages for "bodily injury" or "property damage" to which this insurance applies terminates once we have used up the applicable indemnity limit of insurance available under this policy in the payment of settlement(s) or judgment(s) issued.
- (3) Our right and duty to defend you against any "civil suit" seeking damages for "bodily injury" or "property damage" to which this insurance applies terminates once we have used up the applicable civil defense limit of insurance available under this policy in the defense of any "civil suit(s)" on your behalf.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this policy or by endorsement.

- b. This civil self-defense coverage does not apply to the defense of the insured against any "civil suit" alleging "bodily injury" or "property damage" arising out of an "act of self-defense" unless:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" involving your use of a "legally possessed firearm", while engaged in an "act of self-defense" that takes place in the "policy territory"; and
- (2) The "bodily injury" or "property damage" occurs during the "policy period"; and
- (3) You have a valid unexpired "Concealed Pistol License" issued by your state of residence in force during the policy period at the time of any "act of self-defense" and "occurrence" to which this policy of insurance applies.
- (4) You plead not guilty to a criminal charge originating out of an "act of self-defense" covered under this policy where said criminal charge is either dismissed or you are acquitted due to the "act of self-defense".

## COVERAGE C CRIMINAL DEFENSE

### I. Criminal Retainer Reimbursement Insuring Agreement

- a. We have no duty or obligation to provide a defense to a criminal charge against you arising out of your use of a "legally possessed firearm", while engaged in an "act of self-defense"; however, we will reimburse you, in excess and above any other valid and collectable insurance, for reasonable criminal defense costs, and expenses, including incurred by you, up to a maximum aggregate limit shown in the certificate to this master policy for any and all criminal charges within the applicable "policy period" only where:

- (1) You are criminally charged with a crime involving a "legally possessed firearm", and
- (2) You plead not guilty by reason of an "act of self-defense", and
- (3) Every criminal charge against you related to a your use of a "legally possessed firearm", while engaged in an "act of self-defense" is formally dismissed; or
- (4) You are acquitted of all criminal charges due to an "act of self-defense; or
- (5) There is a formal declaration from the prosecuting attorney(s) that she/he does not intend to prosecute you. Said formal declaration is also known as a declaration of *nolle prosequi*.

Expense under this coverage part includes daily wages loss for criminal court appearances. The daily limit for wage loss recoverable under this policy of insurance is the daily coverage limit shown in the certificate to this master policy. All amounts subject to and shall not exceed the aggregate limit applicable to this coverage part.

- b. We have no duty or obligation to provide you a defense to Grand Jury or Pre-indictment investigation seeking to determine whether or not to charge you with a crime; however, we will reimburse you in excess and above any other valid and collectable insurance, for reasonable criminal defense costs and expenses incurred by you, up to the combined single limits available under this policy related to a Grand Jury or Pre-indictment investigation arising out of your use of a "legally possessed firearm", while engaged in an "act of self-defense", only where there is a disposition of the Grand Jury or Pre-indictment investigation in your favor whether:

- (1) Every criminal charge against you related to a your use of a "legally possessed firearm", while engaged in an "act of self-defense" is formally dismissed; or
- (2) You are acquitted of all criminal charges due to an "act of self-defense; or
- (3) There is a formal declaration from the prosecuting attorney(s) that she/he does not intend to prosecute you. Said formal declaration is also known as *nolle prosequi*.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this policy by endorsement.

## SECTION II – EXCLUSIONS

This policy of insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured or directed by the insured. This exclusion does not apply to "bodily injury" resulting arising out of your use of a "legally possessed firearm", while engaged in an "act of self-defense" to protect yourself or other persons.

### b. Injury Caused By 3<sup>rd</sup> Person

"Bodily injury" or "property damage" cause in any manner by any person, including residents and occupants of the insured's household, other than the insured.

### c. Injury To Member of Insured's Household

Excludes for "bodily injury" or "property damage" made against the "Individual Insured Member" by:

- (1) The insured's spouse.
- (2) Any member, resident or occupant of the insured's household.
- (3) Any member of the insured's family to the 5<sup>th</sup> degree of consanguinity.

### d. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**f. Workers' Compensation And Similar Law**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or a similar law.

**g. Professional Services**

Any claim or liability arising out of the insured's employment, occupation, profession, trade or work.

**h. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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 that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,



maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

**i. Liquor Liability – Mind Altering Substances**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- (4) "Bodily injury" or "property damage" caused by the insured while under the influence of alcohol, intoxicants, narcotics or any other mind-altering substance, as defined by applicable local, state or federal laws. This exclusion applies regardless of whether or not any mind-altering substance is prescribed by a doctor.

**j. Reloaded or Manufactured Ammunition**

"Bodily injury" or "property damage" arising out of the direct or indirect explosion or rupture of ammunition cartridges or shotgun shells that are manufactured, produced, assembled, loaded or reloaded.

**k. Criminal Activity**

"Bodily injury" or "property damage" caused by the insured arising out of any actual or alleged criminal activity.

**l. Lead**

"Bodily injury" or "property damage" or any claim arising from the alleged or actual inhalation of, ingestion of, contact with, or exposure with lead or any product containing lead as well as any related poisoning or any related disease, or lead contamination of land, water or air.

This exclusion is intended to exclude any demand, request or liability whatsoever for you to test, remove, remediate, remove, contain, treat, detoxify or neutralize lead or products containing lead, whether or not any of the foregoing are or should be performed by you or by others.

**m. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**n. Pollution**

"Bodily injury" or "property damage" or any claim arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" however caused regardless of where or when occurred.

This exclusion is intended to exclude from the coverage provided by this policy of insurance all liability and expense arising out of or related to any form of pollution, whether or not such pollution is intentionally caused and whether or not the resulting injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

This exclusion is intended to exclude any demand, request or liability whatsoever for you to test for, remediate, remove, contain, treat, detoxify or neutralize any "pollutant(s)" or products containing any "pollutant(s)", whether or not any of the foregoing are or should be performed by you or by others.

**o. Punitive or Exemplary Damages**

The payment for any award for fines, penalties, sanctions, punitive and exemplary damages or multiples of compensatory damages.

**p. War Or Terrorism**

This insurance does not apply to, any claim arising out of, directly or indirectly resulting from, or based upon or in any way involving any actual or alleged:

- (1) War, whether declared or not;
- (2) Or any act or condition incident to war;
- (3) Any action by a military force, including any action to prevent, prepare for, or defend against an actual or anticipated attack, by any government, sovereign or other authority using military personnel, civilian personnel, or other agents;
- (4) Civil war, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority to prevent or defend against any threat of or actual occurrence of civil war, insurrection, rebellion, revolution, usurped power; or
- (5) "Terrorism" including any action taken to prevent or defend against an actual or expected incident of terrorism"

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage. "Terrorism" means any action, whether actual or threatened, that is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce or intimidate civilian populations, or cause chaos, or disrupt any segment of the economy, or to influence the policy or affect the conduct of the United States Government or any governmental body by coercion.

**q. Nuclear Energy**

This insurance does not apply to:

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any medical payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material".

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured";

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes



of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

#### **r. Asbestos**

This insurance does not apply to:

- A. Any liability for "bodily injury", "property damage", occupational disease, disability, shock, mental anguish or mental injury, at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- B. Any obligation of the "insured" to indemnify any party because of damages arising out of "bodily injury", "property damage", occupational disease, disability, shock, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- C. Any obligation to defend any "suit" or claim against the "insured" alleging bodily injury, "property damage", occupational disease, disability, shock, mental anguish or mental injury, resulting from or contributed to, by the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.
- D. This exclusion is intended to exclude any demand, request or liability whatsoever for you to test for, remediate, remove, contain, treat, detoxify or neutralize any asbestos, asbestos products, asbestos fibers or asbestos dust, whether or not any of the foregoing are or should be performed by you or by others.

#### **s. Vicarious Liability**

This insurance does not apply to any and all vicarious liability of the insured.

### **SECTION III – LIMITS OF INSURANCE LIABILITY**

The limits of insurance liability for each coverage afforded under this policy shall be as stated in the Declarations attached to the Notice of Insurance issued to the insured subject to the terms, limitations, exclusions and conditions of this policy.

The limits of insurance liability stated in the Declarations shall be the limits of our liability to the insured for all "damages" as the result of any one "occurrence" and in all in the aggregate during any annual period of the insured's coverage as set forth in the Declarations, regardless of the number of claimants.

The limits of insurance liability afforded under this policy to the insured, is excess over any other valid and collectible insurance available to the insured. We shall be liable only for the "damages" in excess of the amount payable under any other valid and collectible insurance. In the event that no other valid and collectible insurance exists for an "occurrence" covered under this policy, we shall be liable as if this policy is primary insurance, subject to all the terms, conditions, limitations and exclusions of this policy.

#### SECTION IV – CONCEALED PISTOL LICENSE LIABILITY CONDITIONS

##### 1. Bankruptcy

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

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

A. You must see to it that we are notified as soon as practicable of an "occurrence" arising out of your use of a "legally possessed firearm", which engaged in an "act of self-defense"; which may in any way result in a claim. To the extent possible, notification should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

B. If a claim is made or "civil suit" or criminal charge(s) are brought against you, you must:

- (1) Immediately record the specifics of the claim or "civil suit" or charge(s) and the date received; and
- (2) Notify us as soon as practical.

You must see to it that we receive written notice of the claim or "civil suit" or criminal charges as soon as practicable.

C. You must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "civil suit" or criminal charge(s);
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "civil suit" or criminal charge(s); and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable because of injury or damage to which this insurance may also apply.

D. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

##### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- A. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- B. To sue us on this Coverage Part.
- C. A person or organization may sue us to recover on an "agreed settlement" or on a final judgment against an insured; however, we will not be liable for damages that are not covered 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.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or C of this policy, the insurance extended by this policy will be excess over other collectible insurance and we shall not participate or contribute with such other insurance. This provision controls regardless of any "other insurance" provision contained in any other valid and collectible insurance policy available to the insured.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend the insured against any "civil suit" if any other insurer has a duty to defend the insured against that "civil suit". If no other insurer defends, we may at our election undertake to do so however, we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other valid and collectible 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 valid and collectible insurance.

**Nothing herein shall be construed or interpreted to make this policy subject to the terms, limitations or conditions of the other valid and collectible insurance available to the insured.**

#### 5. Premium

Premium paid for this insurance is 100% earned upon receipt. No return premium shall be issued in the event of cancellation by the insured or us.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.
- d. We may void and/or cancel this policy if the statements in the Application or Declarations are determined to be inaccurate or incomplete.

#### 7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after a loss to impair these rights. At our request the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown on the Declarations written notice of the nonrenewal not less than 30 days before the expiration date or as required by law.

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

#### 9. Service of Process

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Commissioner, Superintendent or Director of Insurance or other officer specified for that purpose in the statute, and his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any Court of competent jurisdiction by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the person listed below as the person to whom said officer is authorized to mail such process or a true copy thereof:

**Nicholas J. Petcoff, President  
Conifer Insurance Company  
26300 Northwestern Highway, Suite 410  
Southfield, MI 48076**

## SECTION V – DEFINITIONS

1. **"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public or private roads or over land, including any attached machinery or equipment.
2. **"Bodily injury"** means bodily injury, sustained by a person which occurs during the policy period, including physical injury or death caused by your use of a "legally possessed firearm", while engaged in an "act of self-defense".
3. **"Property damage"** means physical injury to tangible property which occurs during the policy period, including all resulting loss of use of that property caused by your use of a "legally possessed firearm", while engaged in an "act of self-defense". All such loss of use shall be deemed to occur at the time of the physical injury that caused it. For the purposes of this insurance, electronic data is not tangible property. As used in this definition, 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.
4. **"Policy territory"** means:
  - a. The United States of America including its territories and possessions, Puerto Rico and Virgin Islands.
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above.
5. **"Policy Period"** means the specific coverage period contained in the Declarations attached to the Notice of Insurance issued to the insured.
6. **"Insured"** means the specific person designated as the Named Insured in the Declarations attached to the Notice of Insurance issued. No other person(s) can be insured under this policy.
7. **"Firearm"** means a weapon, other than a fully automatic weapon, that propels a non-explosive projectile by gunpowder.
8. **"Legally possessed firearm"** means a "firearm the insured possessed in compliance with the local, state, and federal laws of the state or jurisdictions where the "bodily injury" and/or "property damage" occurs.
9. **"Act of self-defense"** shall mean the act of defending oneself or other individuals from the threat of serious bodily harm or death, by the actual or threatened use of a "legally possessed firearm" as is authorized by the local, state, and federal laws of the state or jurisdictions where the threat of serious bodily harm or death occurs. The "act of self-defense" does not include defending property by the actual or threatened use of a "legally possessed firearm" unless authorized by the applicable laws of the state or jurisdictions where the threat of serious bodily harm or death occurs.
10. **"Damages"** shall mean the total amount you become legally obligated to pay as damages, whether by reason of adjudication or settlement, because of "bodily injury" or "property damage" arising out by your use of a "legally possessed firearm", while engaged in an "act of self-defense" that is not covered by any other valid and collectible insurance. It is understood expenses incurred by us in the investigation, negotiation, settlement of any claim or suit will not constitute "damages" under this policy.

11. **"Occurrence"** shall mean an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which is neither expected nor intended from the standpoint of the insured. Any and all "bodily injury" and/or "property damage" arising out of continuous or repeated exposure to substantially the same general harmful condition shall be considered as arising out of the same single occurrence. An "Act of self-defense" shall also be considered an occurrence for purposes of coverage under this policy.

SAMPLE



12. **"Watercraft"** means any boat, canoe, kayak, float, raft, ship, or vessel designed to transport persons or property on, over or under water.
13. **"Aircraft"** means any balloon, craft, vessel or machine supported for flight or travel in the air by buoyancy or by the dynamic action of air on its surfaces designed to carry passengers or property.
14. **"Pollutants"** means any solid, liquid, gaseous, plasma, energies or thermal irritant, radiation sound or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals or materials and waste. Waste includes, in addition to materials to be disposed of, materials to be recycled, reconditioned, reused or reclaimed.
15. **"Civil suit"** means a lawsuit alleging non-criminal statutory or common law violations for any "bodily injury" or "property damage" arising out by your use of a "legally possessed firearm", while engaged in an "act of self-defense".
16. **"Concealed Pistol License"** means a license or permit issued by the insured's state of residence to lawfully carry a concealed firearm.
17. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
- a. Notices that are published including material posted on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
18. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. 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;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".