

LLOYD'S

Lloyd's of London

One Lime Street

London

EC3M 7HA

England

## Deadly Weapons Protection Insurance Policy

NOTICE: THE INSURANCE UNDER **SECTION A 'LIABILITY TO INSURED PERSON' ONLY** IS PROVIDED ON A **CLAIMS MADE AND REPORTED BASIS**. THE COVERAGE PROVIDED BY THIS SECTION IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST **YOU** AND REPORTED TO **US** WITHIN THE **PERIOD OF INSURANCE** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRY IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

### WHAT TO DO FOLLOWING A DEADLY WEAPON EVENT

If a **Deadly Weapon Event** or **Circumstance** occurs, or is believed to have occurred, immediately contact the **Event Responder** via Beazley's 24-hour/7-day Telephone Number: **860-677-3790** operated by the **Event Responder**, CrisisRisk Strategies, LLC.

## **Pre-event services we have made available to you** **under your Policy**

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In consideration of the premium **you** have paid, **we** will provide **you** with access to a comprehensive set of pre-event services. Pre-event services are resources created to help make **your** organization more resilient to the threat of violence. These resources include access to webinars, post-underwriting consultations, workplace violence prevention materials, case studies and more. The **event responder** as stated within the **declarations** is the sole provider of the pre-event services available to **you** under this Policy.

### **Resources currently available:**

- **Deadly weapon protection webinars** – Access to regularly hosted webinars hosted by the **event responder**, addressing topical issues, emerging threats and preparedness/response strategies for violence.
- **Deadly weapon post-underwriting consultation** – A consultation with the **event responder**, offering **you** the opportunity to learn about the resources available to **you** during four **deadly weapon event** timeframes—*before, imminent, during and after*.
- **Risk management resources:**
  - **Threat of Violence Questionnaire** – A questionnaire to help assess **your** Violence Protection Program against best practices in the areas of: security, behavioral risk, incident response, people policies and procedures, and program frameworks. Upon **your** completion of the questionnaire, the **event responder** will provide a Threat of Violence Report to **you** that contains their quantitative and qualitative findings, as well as general recommendations for reduction of risk.
  - **Circumstance Endorsement education** – Education to make you aware of a key trigger under the Policy that enables **you** to receive 24/7 assistance from the **event responder** when **you** are concerned a **deadly weapon event** may occur, helping **you** assess the threat level and potential next steps.
  - **Deadly Weapons Protection Portal** – A one-stop portal to access the resources available under **your** Policy, organized under the three pillars of: Prevention, Response and Insurance. Resources include:
    - Sample planning templates, key policies, risk assessment tools for physical security, workplace violence hazards, and emerging threats, designed to assist **you** with risk identification, mitigation, response and compliance.
    - Case-studies, searchable by industry, on circumstances and **deadly weapons events** handled by the **event responder**.
    - Access to the event responder's 'Ask an Expert' feature.
  - **Workplace Violence Prevention Program Toolkit** – A toolkit keyed to California SB 553, developed by the **event responder** to provide **you** with valuable knowledge and insight for building **your** workplace violence prevention program. Resources include:
    - How-to Instructional Guide

- California SB 553 Inventory Checklist
- Workplace Violence Prevention Plan Template
- Employee Workplace Violence Prevention Program Handbook

If a word is in boldface, please read the General Policy Definitions section of this Policy.

To learn more about Beazley's deadly weapon protection services, visit

[www.beazley.com/products/deadly-weapons-protection](http://www.beazley.com/products/deadly-weapons-protection)

# General Policy Definitions

An explanation of what words mean. These words will have the same meaning wherever they appear in bold letters anywhere within this Policy, **declarations**, and any attached endorsements.

<b>Aggregate</b>	<b>Aggregate</b> means the total amount of indemnity for any and all loss, damage, liability, cost and expense incurred by <b>you</b> , or incurred on <b>your</b> behalf, during the <b>period of insurance</b> , under all Sections of this Policy regardless of the number of <b>deadly weapon event(s)</b> which may occur during that period. The <b>aggregate</b> amount will be inclusive of any inner limits of liability stated in the Policy and will be eroded by any claim or loss paid by <b>us</b> .
<b>Assailant</b>	<b>Assailant</b> means an individual, or group of individuals, present within an insured location, attempting or intending to kill or cause serious <b>bodily injury</b> , to a person or persons using a <b>weapon</b> ,  Anyone who brandishes a weapon is an assailant.
<b>Bodily Injury</b>	<b>Bodily injury</b> means death, physical injury.
<b>Brandished/Brandishes</b>	<b>Brandished/brandishes</b> means an act of displaying a weapon in a menacing or aggressive fashion with the intent to cause fear, terror, or intimidation.
<b>Business Services</b>	<b>Business services</b> mean the rendering of services as performed by <b>you</b> within the location(s).
<b>Communicable Disease</b>	<b>Communicable disease</b> means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:  a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and  b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and  c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
<b>Consequential Loss</b>	<b>Consequential loss</b> means any uninsured event or cause of loss occurring before, concurrently, or after the happening of an insured event or cause of loss, which directly or indirectly causes, contributes to, or increases a <b>loss occurrence</b> under this Policy, but only with respect to

	that portion of any such <b>loss occurrence</b> caused by, contributed to or increased by the uninsured event or cause of loss.
<b>Deadly Weapon Event</b>	<p><b>Deadly weapon event</b> means any event involving an <b>assailant</b> where a <b>weapon</b> has been used or <b>brandished</b> within any of <b>your location(s)</b>.</p> <p>However, for the purpose of this insurance, injuries or death caused by:</p> <ol style="list-style-type: none"> <li>1) the lawful actions of any person providing services to <b>you</b> or on <b>your</b> behalf in connection with <b>your</b> business, or of a member of any security services or individual acting in a security role, whether on <b>your</b> behalf or on behalf of a third party, or</li> <li>2) a member of a police department when engaged in the line of duty, in the prevention or curtailment of (or attempt to prevent or curtail) a <b>deadly weapon event</b>,</li> </ol> <p>shall not of itself be considered to be a deadly weapon event within this meaning.</p>
<b>Declarations</b>	<b>Declarations</b> mean the attachment to this Policy which sets out <b>your</b> details and the coverage provided by this Policy. This insurance is not effective unless <b>declarations</b> have been issued and the Policy period and premium clause has been complied with.
<b>Retention-</b>	<b>Retention</b> means the dollar amount as stated in the <b>declarations</b> or in any endorsement attaching to this policy which <b>you</b> must bear uninsured and retain for <b>your</b> own account in the event of each and every <b>loss occurrence</b> or a <b>deadly weapon event</b> insured by this Policy.

<b>Domestic Partner</b>	<p><b>Domestic partner</b> means a person of the same or opposite sex who:</p> <ul style="list-style-type: none"> <li>a. is at least eighteen (18) years old and legally capable to enter into a contract;</li> <li>b. is not related by blood to the <b>eligible person</b> or <b>insured person</b> more closely than is permissible by marriage in the state of residence;</li> <li>c. is not married or legally separated;</li> <li>d. occupies the same residence as the <b>eligible person</b> or <b>insured person</b>;</li> <li>e. has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature;</li> <li>f. has entered into a domestic partnership agreement with the <b>eligible person</b> or <b>insured person</b>;</li> <li>g. has not been party to an action or proceeding for divorce or annulment within the last six (6) months, or has been a party to such an action or proceeding and at least six (6) months have elapsed since the date of the judgment terminating the marriage.</li> </ul>
<b>Eligible Person</b>	<p><b>Eligible person</b> means:</p> <ul style="list-style-type: none"> <li>a. any <b>insured person</b>;</li> <li>b. any of <b>your employees</b>;</li> </ul> <p>However, <b>eligible person</b> does not include:</p> <ul style="list-style-type: none"> <li>i. any person for cover under Sections C 'Medical Expenses' and D 'Deadly Weapon Death and Dismemberment', whether or not <b>your employee</b>, if benefits for <b>bodily injury</b> are payable or must be provided under a workers' compensation or disability benefits law or a similar law,</li> <li>ii. the <b>assailant</b> of any <b>deadly weapon event</b>.</li> </ul>
<b>Employee</b>	<p>Employee means any person or persons who provide services directly or indirectly to <b>you</b> or on <b>your</b> behalf, including, but not limited to a leased worker, a temporary worker, a statutory employee, a casual worker, a seasonal worker, a contractor, a subcontractor, an independent contractor, and any person or persons hired by, loaned to, or contracted by <b>you</b> or any of <b>your</b> contractors, subcontractors, or independent contractors.</p>
<b>Event Responder</b>	<p><b>Event responder</b> means a United States-based risk management entity (as shown in the <b>declarations</b>) of qualified professionals that operates in crisis management, safety and security, emergency preparedness, disaster management and public safety consulting services, and who will respond to a qualifying event in order to provide assistance, guidance, and</p>

	resources to <b>you</b> . The <b>event responder</b> operates in accordance with plans and protocols developed by <b>us</b> .
<b>Event Responder Fees</b>	<b>Event responder fees</b> means only the particular costs and expenses solely and directly incurred by the <b>event responder</b> in the performance of their Prevention Services and Crisis Response duties as invoiced to <b>us</b> .
<b>Immediate Family Member(s)</b>	<b>Immediate family member</b> means a person who is related to an <b>eligible person</b> or <b>insured person</b> in any of the following ways: <b>spouse</b> , brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild). <b>Immediate family member</b> also includes a person who is a legal guardian of an <b>eligible person</b> or <b>insured person</b> .
<b>Insured Person(s)</b>	<b>Insured person</b> means a human third party individual, who is within the <b>location(s)</b> , except when specifically excluded under any Section of this Policy. <b>Insured person</b> does not include the <b>assailant</b> of any <b>deadly weapon event</b> .
<b>Joint Venture(s)</b>	<b>Joint venture</b> means a co-venture, joint lease, joint operating agreement or partnership in which <b>you</b> have a financial interest.
<b>Location(s)</b>	<b>Location(s)</b> means the legal boundaries of all of <b>your</b> locations which are owned or leased by <b>you</b> or are part of a <b>joint venture</b> where <b>business services</b> are rendered by <b>you</b> for <b>your</b> benefit, which <b>you</b> have an insurable interest in, and which have been listed in the application or Statement of Values and provided to <b>us</b> prior to binding coverage
<b>Loss Occurrence</b>	<b>Loss occurrence</b> means any loss, damage, liability, cost or expense incurred by <b>you</b> , or incurred on <b>your</b> behalf, which arises from one or more <b>deadly weapon events</b> attributable to the same <b>assailant</b> , no matter how many times a <b>weapon</b> was <b>brandished</b> , fired or used within one or more insured <b>location(s)</b> within a period of 24 consecutive hours.
<b>Period of Insurance</b>	<b>Period of insurance</b> means the period of time between the inception date of this insurance and the expiration date (or effective date of termination or cancellation of this Policy, if applicable).
<b>Pollutant or Contaminant</b>	<b>Pollutant or contaminant</b> includes, but is not limited to, any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
<b>Road Vehicle</b>	<b>Road vehicle</b> means a private or commercial land-based vehicle which is eligible to be licensed for use on public roads, including automobiles, buses, trucks or motorcycles.

<b>Spouse</b>	<b>Spouse</b> means the <b>eligible person's</b> or <b>insured person's</b> lawful spouse. <b>Spouse</b> includes one who is widowed by, or divorced or legally separated from, the <b>eligible person</b> or <b>insured person</b> , and also includes a <b>domestic partner</b> .
<b>We/Us/Our</b>	<b>We</b> means certain underwriters at Lloyd's of London.
<b>Weapon</b>	<p><b>Weapon</b> means:</p> <ul style="list-style-type: none"> <li>a. Any portable or handheld device, instrument or substance which is used by the <b>assailant</b> in a manner to intentionally cause death or <b>bodily injury</b>; and/or</li> <li>b. Any <b>road vehicle</b> that is occupied and used by the <b>assailant</b> in a manner to intentionally cause death or <b>bodily injury</b>; and/or</li> <li>c. An explosive device used by the <b>assailant</b> in a manner to intentionally cause death or <b>bodily injury</b>.</li> </ul>
<b>You/Your</b>	<b>You</b> are the Named Insured whose details are shown in the <b>declarations</b> .



## Section A – Liability to Insured Person(s)

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

**We** will pay on **your** behalf for any **damages** and **claims expenses** that **you** shall become legally liable to pay, by reason of the liability imposed upon **you** by law, because of any **claim** or **claims** for **bodily injury** to an **insured person** caused by a **deadly weapon event** occurring within the **location(s)** that occurs on or after the **retroactive date** shown in the **declarations**, are first made against **you** during the **period of insurance**, and are reported to **us** in writing no later than ninety (90) days after the expiration of insurance.

NOTICE: THE INSURANCE UNDER THIS SECTION IS PROVIDED ON A **CLAIMS MADE AND REPORTED BASIS**. THE COVERAGE PROVIDED BY THIS SECTION IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST **YOU** AND REPORTED TO **US** WITHIN THE **PERIOD OF INSURANCE** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRY IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

### Conditions (applicable to this Section):

#### 1. Defense and Settlement of Claims

- A. **We** shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Section and of Policy to which it forms a part:
  - c. any **claim** against **you** seeking **damages** which are payable under the terms of this Section, even if any of the allegations of the **claim** are groundless, false or fraudulent;
  - or
  - d. any **claim** in the form of a regulatory proceeding.

Defense counsel shall be chosen and appointed solely at **our** own discretion.

- B. With respect to any **claim** against **you** seeking **damages** which are payable under the terms of this Section, **we** will pay **claims expenses** incurred with **our** prior written consent. The limit of liability available to pay **damages** shall be reduced and may be completely exhausted by payment of **claims expenses**. **Damages** and **claims expenses** shall be applied against each **retention** payable by **you**.

**You** agree to be bound by the recommendations of the **event responder** which may result in **you** incurring **claims expenses** that fall within the **retention**. However, **you** will not be responsible for any **event responder fees** incurred as a result of any **deadly weapon event** insured by this Policy.

- C. If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant and **you** elect to contest the **claim**, **our** liability for any **damages**, penalties and **claims expenses** shall not exceed the amount for which the **claim** could have been settled less the remaining **retention** plus the **claims expenses** incurred up to the time of such refusal or the applicable limit of liability, whichever is less; and **we** shall have the right to withdraw from further defense of the **claim** by tendering control of said defense to **you**. The portion of any proposed settlement or compromise that requires **you** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity, or is attributable to future royalties or other amounts that are not **damages**, shall not be considered in determining the amount for which a **claim** could have been settled.

## 2. **Due Diligence**

**You**, or any of **your** agents, sub or co-contractors, must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

### **Exclusions (applicable to this Section):**

This Section does not cover **damages**, **claims expenses** or any other cost or expense with respect to any **claim** directly or indirectly arising from, caused by or due to:

- A. Injury or death to any person or persons who provide services directly or indirectly to **you** or on **your** behalf in connection with **your** business. This includes but is not limited to leased, temporary, statutory, seasonal, or borrowed employees, a contractor, subcontractor, independent contractor and any person or persons hired by, loaned to, or contracted by **you** or any of **your** contractors, subcontractors or independent contractors. This further includes medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff.
- B. Any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.
- C. Loss, injury or damage arising out of employment related claims, of any type, including but not limited to employee claims of wrongful termination of employment, discrimination, harassment, false arrest, slander, invasion of privacy, assault or battery, mental injury or mental anguish or humiliation when asserted in connection with an employment related claim.
- D. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by **your directors or officers**, individually or collectively, in the discharge of their duties solely in their capacity as **directors or officers**.

- E. **Euthanasia, mercy killing(s), and suicide.**
- F. Any **claim** or **claims** made by, or on behalf of, any **assailant**.
- G. Loss, injury or damage arising out of any mental injury or mental anguish related **claim** where no actual **bodily injury** has occurred to the claimant.
- H. Any affiliate, subsidiary or **joint venture** insured under this insurance making a **claim** or **claims** against any other affiliate, subsidiary or **joint venture** insured under this Policy.
- I. Loss, injury or damage arising from goods or products which **you** have designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed.
- J. Any liability arising out of **property damage**.
- K. Fines, penalties, punitive damages, exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory **damages**.
- L. Any **deadly weapon event** that occurs within an insured **location(s)** with 500 attendees over the duration of the event, except with **our** prior written agreement. Upon notification of any such event, **we** may, at **our** discretion, charge an additional premium and/or impose additional conditions specifically for that event.

#### **Definitions (applicable to this Section):**

- 1. **Claim(s)** means a written demand received by **you** for **bodily injury** to an **insured person(s)** for **damages** covered by this Section
- 2. **Claims expenses** means all reasonable and necessary fees, costs and expenses incurred at **our** direction or the **event responder** resulting from the investigation, adjustment, appraisal, defense or appeal of a, **claim**, suit or proceeding relating to a **claim** regardless of ultimate determination of liability. **Claims expenses** do not include the salaries, expenses, overheads or other charges **you** incur for any time spent in cooperating in the defense, settlement and investigation of any **claim**.
- 3. **Claims made and reported basis** means that, subject to the terms and conditions of this Section and of the Policy to which it forms a part, the coverage provided by this Section only covers **claims** first made against **you** or a **deadly weapon event** which could reasonably be expected to give rise to a **claim** during the **period of insurance** and reported to **us** in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration of this insurance.
- 4. **Damages** mean a monetary judgment, monetary award or monetary settlement made with **our** written approval. Except, however, that **damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

5. **Directors or officers** mean any of **your** partner(s), executive officer(s), administrator(s), member(s) which are a not-for-profit corporation, stockholder or member of **your** board of directors, trustees or governors.
6. **Euthanasia.** Voluntary **euthanasia** is **euthanasia** conducted with the consent of the person and non-voluntary **euthanasia** is **euthanasia** conducted where the consent of the person is unavailable.
7. **Mercy killing(s)** means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to passive **mercy killing(s)** where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.
8. **Property damage** means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.
9. **Retroactive date** means the date on or after which any **claim** from a **deadly weapon event** can be reported in order for coverage under this Section to be triggered.
10. **Suicide** means the act of intentionally killing or attempting to kill oneself.

#### **Limit of Insurance:**

**We** shall not be liable under this Section for more than the amount stated in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**. The limit of insurance for this Section is inclusive of any **claims expenses**, and is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

**Retention:** The insurance under this Section does not cover the **retention** in respect of each and every **loss occurrence** of a **deadly weapon event**.

## Section B – Property Damage

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

This Section indemnifies **you** against physical loss or physical damage to **insured property** caused by a **deadly weapon event**. In the event that fire or sprinkler leakage ensues from a **deadly weapon event**, then this Section will also include physical loss or physical damage to **insured property** directly caused by that ensuing fire or sprinkler leakage.

In the event of a **deadly weapon event** that occurs during the **period of insurance** within the **location(s)**, and in conjunction with the recommendations of the **event responder**, **we** shall be liable for:

1. The cost to repair, replace or reinstate (whichever the least), with new materials of like kind and quality, any physical loss or physical damage to the **insured property**, caused by such **deadly weapon event**. Until replacement has been effected the amount of liability under this Section shall be limited to the **actual cash value** at the time of such **deadly weapon event**.
2. The costs **you** have incurred to put up temporary plates or board up openings if repair or replacement of damaged **glass** is delayed;
3. The costs **you** have incurred in the removal from the **location(s)** of debris of the **property insured** damaged as a result of a **deadly weapon event**, and in the clean-up of the **location(s)**, including biological cleaning and sanitizing, in consequence of a **deadly weapon event**;
4. The costs **you** have incurred in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of a **deadly weapon event**;
5. The costs **you** have incurred in replacing locks to external doors if security within the **location(s)** is compromised in consequence of a **deadly weapon event**.

There shall be no abandonment to **us** of any property.

### Conditions (applicable to this Section):

#### 1. Proof of Loss

Written proof of loss must be furnished to **us** as soon as is reasonably practicable after the date of the physical loss or physical damage to **insured property**. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

### **Excluded Property:**

This Section does not insure physical loss or physical damage to:

1. Land or land values;
2. Aircraft, watercraft or any vehicle that is licensed for highway use;
3. Animals;
4. Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **insured property**), jewelry, furs, **fine arts and antiques**;
5. **Electronic data**;
6. Any property in transit not at the **location(s)**.

### **Other Exclusions (applicable to this Section):**

This Section does not cover any loss, damage, cost, claim or expense arising from, caused by, or in connection with:

- A. The enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **location(s)**;
- B. Normal wear and tear, gradual deterioration, vermin or insects;
- C. Mysterious disappearance or unexplained loss.

### **Definitions (applicable to this Section):**

1. **Actual cash value** means the cost to repair, replace or reinstate the **insured property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **insured property**.
2. **Electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs and software and other coded instructions for the processing and manipulation of **electronic data** or the direction and manipulation of electronic data processing equipment.
3. **Fine arts and antiques** mean any articles of recognised artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.
4. **Glass** means plain plate glass, plain sheet glass, laminated glass, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory.

5. **Insured property** means:
1. Buildings, structures or detached outbuildings situated within the **location(s)**, including:
    - A. Completed additions;
    - B. Permanently installed machinery, equipment, and heating boilers;
    - C. Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
    - D. Floor coverings;
    - E. **Glass**, wall mirrors, and **sanitary ware**.
  2. Business personal property owned by the **you**, which is of a type not excluded, whilst situated within the **location(s)**, including:
    - a. Furniture and fixtures;
    - b. Machinery and equipment not included in 5.1.B. above, electronic data processing equipment and computers; electronic data processing media;
    - c. Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 5.1.C. above;
    - d. **Stock** and tools of the trade.
  3. Personal property of others which is in **your** care, custody and control and personal property of others which **you** are responsible to insure, which is of a type not excluded, whilst situated within the **location(s)**.
  4. At **your** option, personal property of any **eligible person**, which is of a type not excluded, whilst situated within the **location(s)**.
6. **Sanitary ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.
7. **Stock** means merchandise held within the **location(s)** for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

**Limit of Insurance:**

**We** shall not be liable under this Section for more than the amount stated in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

**Retention:**

Each **loss occurrence** of insured physical loss or physical damage caused by a **deadly weapon event** shall be adjusted separately. The insurance under this Section is in addition to the **retention** in respect of each and every **loss occurrence** of a **deadly weapon event**.



## Section C – Medical Expenses

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

**We** will pay to an **eligible person** (or reimburse to **you** if required), , regardless of fault, in respect of **medical expenses** necessarily incurred by an **eligible person** that are not covered/paid by another source as a result of identifiable physical injury directly caused by a **deadly weapon event** occurring within any of the **location(s)**.

### Conditions (applicable to this Section):

1. **Physical Examination**

**We** have the right and opportunity, at **our** own expense, to examine the **eligible person** when and as often as **we** may reasonably require, where it is not prohibited by law.

2. **Proof of Loss**

Written proof of loss must be furnished to **us** within ninety (90) days after the date of the **eligible person's** physical injury due to a **deadly weapon event**. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

### Exclusions (applicable to this Section):

This Section will not reimburse **medical expenses** for any loss which is caused by or results from:

- A. **bodily injury** to the **assailant** of the **deadly weapon event**;
- B. intentionally self-inflicted injury or suicide, or any attempt thereof, whether sane or insane;
- C. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to an identifiable physical injury caused by a substance when used in conjunction with a **deadly weapon event**.

### Definitions (applicable to this Section):

1. **Medical Expenses** mean the reasonable cost of medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites, and any emergency transportation to hospital. However, **medical expenses** will not include expenses:
  - i. for services or treatment rendered by any person who is:
    - a. employed or retained by **you**;
    - b. living in the **eligible person's** household;
    - c. an **immediate family member** of either the **eligible person** or the **eligible persons' spouse**;
    - d. the **eligible person** himself/herself.
  - ii. for rest cures, sanatorial or custodial care or period of quarantine or isolation;
  - iii. for cosmetic or plastic surgery unless necessitated by an identifiable physical injury caused by a **deadly weapon event**
  - iv. for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of an identifiable physical injury caused by a **deadly weapon event**;
  - v. for general health examinations and examinations for check-up purposes not incidental to, or relating to, an identifiable physical injury caused by a **deadly weapon event**
  - vi. for any disability or condition, whether or not aggravated by a **deadly weapon event**, which originated prior to the effective date of this Insurance or of the **eligible person(s)**' inclusion hereunder until a period of one hundred and eighty (180) consecutive days has elapsed during which the **eligible person** has neither received nor required any treatment for the said disability or condition;
  - vii. incurred more than twelve (12) months after the **eligible person** sustained an identifiable physical injury caused by a **deadly weapon event**;
  - viii. which are more specifically insured under any other Section of this Policy.

### Limit of Insurance:

**We** shall not be liable under this Section for more than **USD 25,000** for each **eligible person** in respect of each and every **loss occurrence** of a **deadly weapon event** and not for more in the **aggregate** during the **period of insurance** than the amount shown in the **declarations**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

**Retention:**

All **medical expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately. The insurance under this Section is in addition to the **retention** in respect of each and every **loss occurrence** of a **deadly weapon event**.

## Section D – Deadly Weapon Death & Dismemberment

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

**We** will pay to an **eligible person** (or reimburse to **you** if required) up to the Limit of Insurance described below for **covered loss** or **covered injury** to such **eligible person** resulting from a **deadly weapon event** that occurs during the **period of insurance** within any of the **location(s)**.

### Conditions (applicable to this Section):

#### 1. Payment of Claims

All payments will be paid directly to the **eligible person** or to the **eligible person's** representative, heirs, or assigns (or paid to **you** in reimbursement of payments made by **you** if required) in accordance with the terms and conditions of this Section.

Any payment **we** make in good faith fully discharges **our** liability to the extent of the payment made.

#### 2. Physical Examination and Autopsy

**We** have the right and opportunity, at **our** own expense, to examine the **eligible person** when and as often as **we** may reasonably require while a claim is pending and to make an autopsy in the case of death, where it is not prohibited by law.

#### 3. Proof of Loss

Written proof of loss must be furnished to **us** within ninety (90) days after the date of the **covered loss**. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

### **Exclusions (applicable to this Section):**

This Section does not cover any loss directly or indirectly arising from, caused by or due to:

- A. **bodily injury** to the **assailant** of the **deadly weapon event**;
- B. intentionally self-inflicted injury or suicide, or any attempt thereof, whether sane or insane;
- C. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound.

### **Definitions (applicable to this Section):**

- 1 **Brain death** means irreversible unconsciousness, resulting directly and independently of all other causes from and within twelve (12) months of a **covered loss**, manifested by both total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.
- 2 **Coma** means a profound state of unconsciousness from which the **eligible person** is not likely to be aroused through powerful stimulation. The **coma** must begin within 30 days of the **covered loss**, continue for one hundred and eighty (180) consecutive days and must be diagnosed and treated regularly by a **physician**. **Coma** does not mean any state of unconsciousness intentionally induced during the course of treatment of a **covered injury** unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that **covered loss**.
- 3 **Covered injury** means an identifiable physical injury::
  - i. which is sustained by an **eligible person** as a direct result of a **deadly weapon event** that occurs while the **eligible person's** coverage under this insurance is in force.
- 4. **Covered loss** means one or more of the following, resulting from a **deadly weapon event**, and for which coverage is provided under this Section:
  - i. **Loss of life.**
  - ii. **Loss of hand or foot.**
  - iii. **Loss of use of hand or foot.**
  - iv. **Loss of sight.**
  - v. **Loss of speech.**
  - vi. **Loss of hearing (in both ears).**
  - vii. **Loss of thumb and index finger or loss of four fingers.**
  - viii. **Loss of toes.**
  - ix. **Quadriplegia.**

- x. **Paraplegia.**
  - xi. **Hemiplegia.**
  - xii. **Uniplegia (or monoplegia).**
  - xiii. **Coma.**
  - xiv. **Brain death.**
- 5 **Hemiplegia** means the complete and irreversible **paralysis** of the upper and lower limbs of the same side of the body.
  - 6 **Immediate family member** means a person who is related to the **eligible person** in any of the following ways: **Spouse**, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).
  - 7 **Loss of hand or foot** means a complete **severance** through or above the wrist or ankle joint.
  - 8 **Loss of hearing (in both ears)** means the total and permanent inability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.
  - 9 **Loss of sight** means the total and permanent inability to see which is irrecoverable by natural, surgical or artificial means.
  - 10 **Loss of speech** means the total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.
  - 11 **Loss of thumb and index finger** or **loss of four fingers** means the complete **severance** through or above the metacarpophalangeal joints.
  - 12 **Loss of toes** means the complete **severance** through the metatarsophalangeal joints.
  - 13 **Loss of use of hand or foot** means total loss of all ability to move the hand or foot within twelve (12) months of a **covered loss**, that continues for twelve (12) months and is expected to continue for the remainder of the **eligible person(s)**' lifetime.
  - 14 **Paralysis** means **quadriplegia**, **paraplegia**, **hemiplegia** or **uniplegia** that is expected to last for a continuous period of twelve (12) months or more from the earlier of the date of the **accident** causing **paralysis** or the date of the diagnosis.
  - 15 **Physician** means a United States-licensed health care provider practicing in the United States of America within the scope of his license and rendering care and treatment to the **eligible person's** that is appropriate for the condition and locality, and who is not:
    - i. the **eligible person**;
    - ii. an **immediate family member** of either the **eligible person** or the **eligible person's spouse**;
    - iii. a person living in the **eligible person's** household;
    - iv. a person employed or retained by **you**; or

- v. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.
- 16 **Paraplegia** means the complete and irreversible **paralysis** of both lower limbs or of both upper limbs.
- 17 **Quadriplegia** means the complete and irreversible **paralysis** of both upper and lower limbs.
- 18 **Severance** means complete separation and dismemberment of the part of the body.
- 19 **Uniplegia (or monoplegia)** means the complete and irreversible **paralysis** of one limb.

### **Limit of Insurance:**

**We** shall not be liable under this Section for more than the following amounts in respect of **covered loss** or **covered injury**:

Each **Eligible Person** Maximum Limit: **USD 50,000**;

(applies to all coverage provided by this Section to any one **eligible person** for any **covered loss** or **covered injury** sustained in any one **deadly weapon event**)

**Aggregate** Maximum Limit: USD the amount as shown in the **declarations**;

(applies to all coverage provided by this Section during the **period of insurance**).

No more than the **Aggregate** Maximum Limit specified above will be paid for all **covered loss(es)**, **covered injury(ies)** and **covered accident(s)** for all **eligible person(s)**. If the **Aggregate** Maximum Limit is not sufficient to allow all **eligible person(s)** to be paid the amounts this Section otherwise provides, the amount paid to each **eligible person** will be reduced in the proportion that the respective **eligible person's** coverage bears to the total of all coverage that would otherwise be payable.

The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

### **Retention:**

There is no **retention** applicable to **covered loss** or **covered injury** under this Section.

## Section E – Crisis Management Services

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

**We** will pay on **your** behalf for the reasonable and necessary expense, in connection with a **deadly weapon event**, incurred in the provision of **crisis management services** to **you** directly after such **deadly weapon event**.

The **crisis management services** will be available to **you** for up to a maximum of ninety (90) days immediately after a **deadly weapon event**, and on the first anniversary date of the **deadly weapon event** if so required.

The services available to **you** under this Section are emergency travel and accommodation for **eligible person(s)** and their **immediate family member(s)**; child care for the **immediate family member(s)** of **eligible person(s)**; reputation management; crisis communications; media management; pre-claim legal and pre-claim investigation services; crisis counselling to **you**; site security; remediation; recovery; and restoration. At **our** sole and entire discretion, **we** will consider other expense costs not listed above up to a maximum amount of **USD 250,000** each and every **loss occurrence** of a **deadly weapon event** and **USD1,000,000** in the Policy aggregate.

The **event responder** as stated within the **declarations** is the sole provider of Prevention Services and Crisis Response to **you** under this Policy, and the sole coordinator of any other **crisis management services** provided under this Section.

### Definition (applicable to this Section):

1. **Crisis management services** mean the following services:

#### Retention of Services

**You** will have access to the **event responder** in the event of a **deadly weapon event**. To access this support on a 24-hour/7-day basis, **you** will call Beazley's dedicated Telephone Number shown on the face page of this Policy. The **event responder** will determine the reasonable and appropriate response and will advise **you** accordingly.

#### Crisis Response

The **event responder** will deploy United States-based resources to support **you** in the event of a **deadly weapon event**. These **crisis management services** fall into the following three categories:



a. **Pre-Claim Investigation and Legal**

The **event responder** will (if required) coordinate an independent investigation into the **deadly weapon event** determining the facts of the **deadly weapon event**, informing crisis response plans and identifying any potential third party liability exposures as soon as possible. Pre-Claim investigation and pre-claim legal expenses fall within the **Retention**.

b. **Crisis Management Support**

The **event responder** will provide advice and support to **you** on the management of the situation and the applicable crisis communication strategies post the **deadly weapon event**. The **event responder** will coordinate professional services including legal, counselling, victim support and others as needed.

c. **Temporary Security Measures**

The **event responder** will, at its discretion, arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

**Limit of Insurance:**

Except as expressly stipulated in Coverage of this Section, there is no limit of insurance applicable to expense incurred in the provision of **crisis management services** to **you** under this Section.

Any such expense covered under this Section is included within and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**; except, however, with respect to **event responder fees** which will be in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

**Retention:**

There is no **retention** applicable to event responder fees. Other **crisis management service** providers are subject to the **retention**.

## Section F – Circumstance

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

**We** will pay on **your** behalf for **event responder fees** associated with the provision of Prevention Services and Crisis Response by the **event responder** following any specific **circumstance**.

The **event responder** as stated within the **declarations** is the sole provider of Prevention Services and Crisis Response to **you** under this Policy.

### Definition (applicable to this Section):

**Circumstance** means a situation, action, event, behaviour, or information received, which indicates that a **deadly weapon event** is reasonably likely to occur.

### Limit of Insurance:

**There is** no limit of insurance applicable to **event responder fees** incurred under this Section. **Event responder fees** incurred under this Section will be in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

### Retention:

There is no **retention** applicable to **event responder fees** incurred under this Section.

## Section G – Counselling Services

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

**We** will pay on **your** behalf for reasonable and necessary expense in the provision of **counselling services** to any **eligible person** and their **immediate family member(s)** in connection with a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**. The Counselling Services will be available to **you** for up to the first anniversary date of the **deadly weapon event** if so required.

The **event responder** is the sole coordinator of such **counselling services** under this Section and will arrange the respective **counselling services** in conjunction with **you**.

### Important Notice:

*The insurance provided by this Section will not, however, apply to the extent that the provision of such coverage is prohibited by any law or statute of any applicable jurisdiction.*

### Definition (applicable to this Section):

**Counselling services** means the utilisation of individuals trained in psychological first aid, , social workers, psychologists and/or counsellors following a **deadly weapon event**.

### Limit of Insurance:

**We** shall not be liable under this Section for more than **USD 250,000** in respect of each and every **loss occurrence** of a **deadly weapon event** and **USD 1,000,000** in the **aggregate**. Such expense is additionally sub-limited to an amount of **USD 15,000** for each **eligible person** and each of their **immediate family member(s)**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit shown in the **declarations**.

### Retention:

All **counselling services** expense incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be subject to the **retention**.

## Section H – Funeral Expenses

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In return for **you** paying the premium, and in reliance on the information provided to **us**, **we** will provide the cover described in this Section of the Policy.

Words written in **bold** are defined terms in the Policy, so please refer to the General Policy Definitions section, and to the Definitions heading of this Section to see the meaning of these terms.

### Coverage:

**We** will pay on **your** behalf for reasonable and necessary **funeral expenses** in connection with a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.

The **event responder** is the sole coordinator of such professional services under this Section and will arrange the respective funeral provisions in conjunction with **you**.

### Definition (applicable to this Section):

**Funeral expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s) for any **eligible person**. This includes:

- a. Personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
- b. Supplementary charges, which include bringing the deceased into the undertakers care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.
- c. The cost of the coffin or casket.
- d. Additional charges such as limousines, additional mileage and cremation casket.
- e. Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by **you**, or on **your** behalf, in connection with any of the foregoing.

### Limit of Insurance:

**We** shall not be liable under this Section for more than **USD 250,000** in respect of each and every **loss occurrence** of a **deadly weapon event** and **USD 1,000,000** in the **aggregate**. Such expense is additionally sub-limited to an amount of **USD 15,000** for each deceased **eligible person**. The limit of insurance of this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit shown in the **declarations**.

### Retention:

All **funeral expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be subject to the **retention**.

# General Policy Exclusions

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The General Policy Exclusions are applicable to **your** Policy including all of its Sections.

This Policy does not cover any loss, liability, injury, damage, cost, claim or expense arising from, caused by, or in connection with:

- A.
  - a. Any vehicle not defined as a **road vehicle**;
  - b. Any weapon mounted (or designed to be mounted) on a vehicle;
  - c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- B. Loss of market, loss of use, loss of income, or any **consequential loss**.
- C. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- D. Criminal, dishonest, fraudulent or malicious conduct committed by **you**.
- E. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- F.
  - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - c. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
  - e. Any chemical, biological, bio-chemical, or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a **deadly weapon event**.
- G. **Your** recklessness or deliberate misconduct.
- H. Any **pollutant or contaminant** however such **pollutant or contaminant** may have been introduced or arisen. This exclusion does not, however, apply to a substance when used in conjunction with a **deadly weapon event**, or to any biological cleaning or sanitizing in consequence of a **deadly weapon event**, but in no event will this Policy insure against any liability, loss, cost or expense of, or in connection with, decontamination or removal from any water, soil, or air of any **pollutant or contaminant**.
- I. Strikes, labor unrest, riots or civil commotion.

J. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.

K. The transmission or alleged transmission of a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

In no event will this Policy insure against any liability, loss, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a **communicable disease**.

L. Swatting and any other fictitious event or hoax.

# General Policy Conditions

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The General Policy Conditions which are applicable to **your** Policy including all of its Sections:

1. **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this Policy will be in the English language.

2. **Premium Payment Clause**

**You** undertake that premium will be paid in full to **your** broker within forty-five (45) days of inception of this contract in order to meet **our** Premium Payment terms (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to the broker by the forty-fifth (45<sup>th</sup>) day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) the broker may not be able to meet **our** Premium Payment terms and therefore **we** shall have the right to cancel this contract by notifying the **you** via the broker in writing. In the event of cancellation, premium is due to us **on** a pro rata basis for the period that **we** are on risk but the full Policy premium shall be payable to **us** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that **we** shall give not less than thirty (30) days prior notice of cancellation to **you** via the broker. If premium due is paid in full to **us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this Premium Payment Clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Clause which will remain in full force and effect.

3. **New Locations**

Subject to **our** prior agreement and to all of the terms and conditions of this Policy, this Policy includes loss as insured against by this Policy at any **location(s)** which are newly acquired or occupied by **you**, which **you** have an insurable interest in, and has been notified to **us**. Coverage for any **location** agreed by **us** in accordance with this Condition may be subject to payment by **you** of an additional premium to **us**, if required.

4. **Assignment**

This Policy may not be assigned in whole or in part without **our** prior written consent.

5. **Inspection**

**We** have the right, at **our** expense, to inspect any of the **location(s)** at any reasonable time. By any such inspection **we** assume no responsibility for the safety or security of the **location(s)**.

6. **Change in Conditions**

**You** must notify **us** immediately of any change in conditions during the **period of insurance** which will materially affect this insurance. This includes, but is not limited to, any significant change in operating conditions, the management and the ownership or control of **your** business. **We** may then vary the terms and conditions of this insurance. If **you** are in any doubt as to whether a change is material **you** should consult **your** broker or agent.

7. **Multiple Insureds**

The inclusion of more than one person or entity as an Insured under this Policy shall not operate to increase the limits or sub-limits of liability under each Section of this Policy, nor the **retention** amounts for which **you** are responsible to bear. Except with respect to this Policy's limits, sub-limits and **retention** amounts, the terms of this Policy shall apply separately to each person or entity covered as an Insured in the same manner and to the extent as though a separate Policy had been issued to each such person or entity.

8. **Cancellation**

This Policy may be cancelled by **you** or by **us** by sending by registered or certified mail notice to the other party stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, in the event of non-payment of premium by **you**, **we** may cancel the Policy by sending by registered or certified mail notice to **you** stating when, not less than ten (10) days thereafter, cancellation shall be effective.

The mailing of **our** notice to **you** at the address shown in the **declarations** shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation in the notice. Delivery of such written notice either by **you** or by **us** shall be equivalent to mailing. In the event that this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.

If this Policy shall be cancelled by **you** or on **your** behalf, **we** shall retain whichever is the greater of, either, twenty-five percent (25%) the total premium or the short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by **us**, **we** shall retain the pro rata proportion of the premium for the period that this Policy has been in force. **Our** notice of cancellation shall be effective even if **we** make no payment or tender of return premium with such notice.

9. **Interpretation of terms**

Any terms of this Policy which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform to the minimum requirements of such statutes.

10. **Arbitration**

- (a) If any dispute, controversy or claim arises out of or in connection with this Policy, including any question regarding its existence, validity or termination, (a "dispute") between **you** and **us** (the "parties"), the parties shall use all reasonable endeavours to resolve the matter amicably.

If one party gives the other party notice that a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service of the notice then the dispute



shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the dispute. No party shall resort to arbitration against the other party under this Policy until thirty (30) days after such referral.

- (b) All disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved shall be referred upon the application of any party to, and finally settled under, the London Court of International Arbitration Rules (the “rules”) in force at the time the proceedings are commenced, which rules are deemed to be incorporated by reference to this Arbitration clause.

The number of arbitrators shall be three (3), appointed in accordance with the rules. The seat of the arbitration shall be as stated in the **declarations**. The language of this arbitration shall be English and the award shall be final and binding upon the parties. The arbitrators shall interpret this Policy on the basis of the law identified in the **declarations**.

- (c) The costs and expenses of the arbitration shall be borne by the parties as ordered by the arbitration tribunal. Such legal costs and expenses will not be part of the limit of liability.
- (d) The parties agree to keep confidential, between themselves and their legal and other professional advisers, the existence and details of any proceedings pursuant to this Arbitration clause, including their submissions and evidence and all and any awards (including their content, reasons and result) except to the extent that such documents or information are in the public domain or required by a legal duty to be disclosed or disclosure is reasonably necessary to protect or pursue a legal right or remedy or if required by any agency or authority in charge of regulating securities.

#### 11. **Fraud**

Any fraud, concealment, or intentional misstatement of the information provided, or in the making of a claim, shall entitle **us** to refuse payment of a claim or treat this Policy as though it had never existed.

#### 12. **Subrogation**

**We** shall have the right and be entitled to bring proceedings in **your** name to recover for **our** benefit the amount of any payment made under this Policy, including **our** own costs and expenses. **We** shall be entitled to exercise all of **your** rights and remedies. **You** shall cooperate and do everything that may be necessary and requested by **us** in order for **us** to secure such rights and remedies.

13. **Salvage and Recoveries**

All salvage, recoveries and payments due to **you** will be applied as if recovered or received prior to settlement of the loss, and all necessary adjustments will then be made between **us** and **you**.

14. **Law and Jurisdiction**

In the event of any dispute involving this insurance, this Policy is governed by the applicable law as shown in the **declarations**.

This Policy is subject to the provisions of the Arbitration clause and jurisdiction of the Policy is determined by the Service of Suit clause.

No legal action shall be brought upon this Policy unless **you** have complied with all the provisions of this Policy and have commenced such action within twelve (12) months after the **deadly weapon event** has occurred.

15. **Onus of Proof**

In any claim, and in any action, suit or other proceeding to enforce a claim for loss, damage, cost or expense under this Policy the burden of proving that such loss is not excluded from this Policy or that **you** are not in breach of any of its conditions will be upon **you**.

16. **Service of Suit**

This Service of Suit clause will not be read to conflict with or override both **our** and **your** obligations to arbitrate disputes as provided for in the Arbitration clause. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration clause for resolving disputes arising out of this Policy of insurance.

It is agreed that in the event of **our** failure to pay any amount claimed to be due under this Policy, **we** will at **your** request submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the attorney named in the **declarations** and that in any suit instituted against **us** upon this Policy, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal.

The attorney named in the **declarations** is authorized and directed to accept service of process on **our** behalf in any such suit and/or upon **your** request to give a written undertaking to **you** that he will enter a general appearance upon **our** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, **we** hereby designate the superintendent, commissioner or director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on **your** behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the attorney named in the **declarations** as the person to whom the said officer is authorized to mail such process or a true copy thereof.

17. **Joint Venture(s)**

With regard to any of **your** liability which is insured under this Policy and arises in any manner out of the operations or existence of any **joint venture** the relevant limit of insurance under this Policy shall be limited to **your** percentage interest in the **joint venture**. Where **your** percentage interest in a **joint venture** is not evidenced in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the **joint venture**. Such percentage shall not be increased by the insolvency of any members of such **joint venture** or any other parties. This clause will not apply to any of **your** liability where, as a result of a claim, the terms of the **joint venture** agreement place the whole liability of the **joint venture** upon **you**.

18. **Other Insurance Clause**

This Policy will act as primary insurance to any other insurance carried by or available to **you**, (except where prohibited by law, ,i.e., where workers compensation is the exclusive remedy) and will respond in the event that **you** are otherwise insured incidentally for any loss, damage, liability, cost or expense which is indemnifiable under this Policy (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this Policy).

19. **Loss Fund Establishment**

In the event of a **deadly weapon event**, and at a time as soon as reasonably practicable after the occurrence of such **deadly weapon event**, **we** will establish a loss fund, for an amount that **we** deem sufficient, for the purpose of facilitating prompt payment of **claim** amounts, **claims expenses** and any other amounts recoverable under the coverage, terms and conditions of this Deadly Weapon Protection Policy, including any of those endorsed to this Policy. **We** reserve the right, at **our** sole discretion, to make further deposit of monies into the loss fund at a time of **our** choosing.

The loss fund will be held in a non-interest-bearing bank account within the United States of America chosen at **our** sole discretion, in **our** name. Only **we**, or **our** authorised representatives (with **our** prior consent), shall be entitled to draw down on such account for the purpose of making any appropriate payment due under this Policy.

**We** reserve the right to terminate the loss fund with immediate effect at any time in the event that the loss fund, or any matter associated with its establishment or maintenance, is found to contravene any law or statute of any jurisdiction in the United States of America.

20. **Sanction Limitation and Exclusion Clause**

**We** shall not provide cover nor be responsible to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

21. **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

# General Policy Claims Conditions

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**We** may not be liable to pay any claim for loss, damage, liability, cost or expense under this Policy unless **you** comply with all of the requirements in the following conditions:

## 1. Notice, Reporting and Proof of Loss

**You** shall, as soon as reasonably practicable, but in no case more than forty-eight (48) hours after **you** become aware of a **deadly weapon event**, call Beazley's 24-hour/7-day Telephone Number: **860-677-3790** to notify the **event responder** as shown in the **declarations**.

Immediate notification to the **event responder** will be deemed notification of the **deadly weapon event** or **circumstance** to **us** under this Policy.

Following initial notification to the **event responder**, **you** shall also, as soon as reasonably practicable, notify **us** of every **claim**, demand, notice, summons or other process received by **you** or **your** representative(s) and any act, error or omission by **you** which could reasonably be expected to give rise to a **claim**, including any threat of a **deadly weapon event** that could possibly lead to a **claim**.

**You** must keep **us** fully informed of any **claim** and forward copies of all relevant correspondence and legal processes.

Any **claim**, or any **circumstance** which could reasonably be expected to give rise to a **claim**, shall be considered to be reported to **us** when notice is first given to **us** at [DWPclaims@Beazley.com](mailto:DWPclaims@Beazley.com) or the **event responder** as above.

At **our** request, **you** must provide a signed proof of loss to **us** or **our** representatives to substantiate the occurrence, nature, cause and amount of loss claimed under this Policy.

## 2. Assistance and Cooperation

**You** shall cooperate with **us** in all investigations, including investigations regarding the application for and coverage under this insurance and, upon **our** request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to **you** because of acts, errors or omissions in respect of loss insured under this insurance.

**You** shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by **us**.

**You** must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any claim without **our** written agreement.

If **we** so require, **you** must agree to an examination under oath by **our** appointed representative.

# Lloyd's Privacy Policy Statement

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## UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want **you** to know how **we** protect the confidentiality of **your** non-public personal information. We want **you** to know how and why we use and disclose the information that **we** have about **you**. The following describes our policies and practices for securing the privacy of **our** current and former customers.

## INFORMATION WE COLLECT

The non-public personal information that we collect about **you** includes, but is not limited to:

1. Information contained in applications or other forms that **you** submit to **us**, such as name, address, and social security number
2. Information about **your** transactions with our affiliates or other third-parties, such as balances and payment history
3. Information **we** receive from a consumer-reporting agency, such as credit-worthiness or credit history

## INFORMATION WE DISCLOSE

**We** disclose the information that **we** have when it is necessary to provide our products and services. **We** may also disclose information when the law requires or permits us to do so.

## CONFIDENTIALITY AND SECURITY

Only **our** employees and others who need the information to service **your** account have access to **your** personal information. **We** have measures in place to secure our paper files and computer systems.

## RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

***You have a right to request access to or correction of your personal information that is in our possession.***

## CONTACTING US

If **you** have any questions about this privacy notice or would like to learn more about how **we** protect **your** privacy, please contact the agent or broker who handled this insurance. **We** can provide a more detailed statement of **our** privacy practices upon request.

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# Policyholder Disclosure Notice of Terrorism Insurance Coverage

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Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is: USD .

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES, SUBJECT TO A USD100 BILLION CAP, AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant 's Signature

Syndicate on behalf of certain  
underwriters at Lloyd's

\_\_\_\_\_ Print Name \_\_\_\_\_

\_\_\_\_\_ Policy Number \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

09 January 2020

LMA9185

Form approved by Lloyd's Market Association