

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP)

DECLARATION PAGE

Issued by **Underwriters** and subject to the Policy Wording, **ALLIANT DEADLY WEAPON RESPONSE PROGRAM** as agreed by Beazley which is taken and read as forming an integral part of this insurance.

Policy Number: PJ2000050 - 0002

Item:

1. Named Insured: Authority for California Cities Excess Liability (ACCEL)

**2. Mailing Address of Named Insured: 100 Pine Street, 11th Floor
San Francisco, CA 94111**

**3. Policy Period: From: 1st July 2020
To: 1st July 2021
Both days at 12.01 a.m. Local Standard Time**

4. Retroactive Date: 01 July 2018

5. Locations: As stated within the Named Insured's Schedule of Values on file with Alliant Insurance Services, Inc. Automatic Coverage for new locations valued below USD25,000,000 that come on risk during the policy year. 90 days reporting for locations in excess of USD25,000,000.

6. Limits of Liability: USD500,000 (for 100%) each and every Deadly Weapon event including Claim Expense, and USD2,500,000 in the annual aggregate.

7. Sub-Limits of Liability: The following Sub-Limits of Expense costs are included within, not in addition, to the Limit of Liability and Aggregate expressed in Section 6 above:

**(i) Counselling Services
USD250,000 each and every Deadly Weapon Event.**

**(ii) Funeral Expenses
USD250,000 each and every Deadly Weapon Event.**

**(iii) Business Interruption
USD250,000 each and every Deadly Weapon Event**

**(iv) Demolition, Clearance, Memorialisation
USD250,000 each and every Deadly Weapon Event**

**(v) Extra Expense
USD250,000 each and every Deadly Weapon Event**

**(vi) Threat
USD250,000 each and every Deadly Weapon Event**

(vii) Medical Expenses

USD25,000 per person and **USD500,000** in the annual aggregate

(viii) Accidental Death and Dismemberment

USD50,000 per person and **USD500,000** in the annual aggregate

(ix) 1st Party Property Damage – Included

8. **Deductible(s):** USD10,000 (for 100% each and every Deadly Weapon event including Claim Expenses.
9. **Premium:** USD 35,668.00
- Taxes** USD1,070.04
- Fees** USD 89.17
- Total Cost:** USD36,827.21
10. **Dated in London:** 3 September 2020

All other Terms, Clauses and Conditions Remain Unaltered

Schedule of Insurer(s)

The Coverages under this Policy are provided based on information, including but not limited to insured locations and values, as provided to the INSURER(S).

We the INSURER(S) in consideration of the payment to us by or on behalf of the Insured of the premium specified herein, do hereby agree to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein.

The INSURER(S) hereby bind themselves severally and not jointly, each for his own part and not one for another, and therefore each of the INSURER(S) (and his Executors and Administrators) shall be liable only for his own share of his company's proportion of any such loss and of any such expenses.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof the INSURER(S), through their representative(s) duly authorized by them for this purpose have executed and signed this policy.

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Several Liability Notice – LSW 1001

The subscribing Insurer's 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.

Master Policy Number: PJ2000050

Syndicate	Written Participation
Active Shooter Consortium 4631	100.0000%
which is made up of:	
Lloyd's Syndicate AFB 2623	31.4400%
Lloyd's Syndicate AFB 623	6.9000%
Lloyd's Syndicate TAL 1183	21.4600%
Lloyd's Syndicate LIB 4472	21.4600%
Lloyd's Syndicate APL 1969	18.7400%

Signed to Order 100%: _____
**(AFB 2623/623 on behalf of
Active Shooter Consortium 6431)**

IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

LLOYD'S

Lloyd's of London

One Lime Street

London

EC3M 7HA

England

Deadly Weapon Protection Insurance Policy

WHAT TO DO FOLLOWING A DEADLY WEAPON EVENT

If a **Deadly Weapon Event** occurs, or is believed to have occurred,
contact the **Event Responder**
via the **Crisis Management Response Team:**

Telephone Number: 860-677-3790 (CrisisRisk Strategies, LLC)

Pre-event Services we have made available to you under your Policy

Deadly Weapon Safety Action Plan Webinars

In consideration of the premium **you** have paid, **we** will provide **you** with access to Deadly Weapon Safety Action Plan Webinars which are hosted by the **event responder** (as stated within the **declarations**).

The Webinars will include, but not be limited to, information on such topics as: general **assailant** awareness, incident response, profile of an **assailant**, how to respond to a **deadly weapon event**, scenario training for an **assailant** situation, creating an emergency action plan, and awareness of key behaviours that represent pre-incident indicators and characteristics of an **assailant**.

The **event responder** as stated within the **declarations** is the sole provider of the Deadly Weapon Safety Action Plan Webinars to **you** under this Policy.

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

Deadly Weapon and Security Vulnerability Post-Underwriting Review

In consideration of the premium **you** have paid, **we** will provide **you** with access to a Deadly Weapon and Security Vulnerability Post-Underwriting Review, in remote form.

The Review will be undertaken by the **event responder** (as stated within the **declarations**) in order to analyse and evaluate **your** current security protocols as well as highlighting any current exposures, threats and dangers to **you** posed by a potential **deadly weapon event**. The **event responder** will provide a risk analysis report which will contain, but not be limited to, their quantitative findings, qualitative findings and general recommendations for **you**. The date of the remote Deadly Weapon and Security Vulnerability Post-Underwriting Review will be arranged directly with **you** by the **event responder**.

The **event responder** as stated within the **declarations** is the sole provider of the Deadly Weapon and Security Vulnerability Post-Underwriting Review to **you** under this Policy.

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

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.

Aggregate	Aggregate means the total amount of indemnity for any and all loss, damage, liability, cost and expense incurred by you , or incurred on your behalf, during the period of insurance , under all Sections of this Policy regardless of the number of deadly weapon event(s) which may occur during that period. The aggregate 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 us .
Assailant	Assailant means an individual, or group of individuals, actively engaged in (or assisting in) killing or causing serious bodily injury , or attempting to kill or cause serious bodily injury , to a person or persons using a weapon .
Bodily Injury	Bodily injury means death, physical injury, sickness, disease or disability.
Business Services	Business services mean the rendering of services as performed by you at the location(s) .
Consequential Loss	Consequential loss 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 loss occurrence under this Policy, but only with respect to that portion of any such loss occurrence caused by, contributed to or increased by the uninsured event of cause of loss.
Crisis Management Response Team	Crisis management response team means a team of qualified professionals formed by us who respond to a qualifying event in order to provide assistance, guidance and resources to you during or immediately following the event. The crisis management response team operates in accordance with plans and protocols developed by us .
Deadly Weapon Event	Deadly weapon event means any event involving an assailant where a weapon has been used or brandished on any of your location(s) . However, for the purpose of this insurance, the lawful actions of your employees , or of a member of the security services or police department when engaged in the line of duty, in the prevention of (or attempt to prevent) a deadly weapon event shall not of itself be considered to be a deadly weapon event within this meaning.

Declarations	Declarations mean the attachment to this Policy which sets out your details and the coverage provided by this Policy. This insurance is not effective unless declarations have been issued and the Policy period and premium clause has been complied with.
Eligible Person	<p>Eligible person means:</p> <ul style="list-style-type: none"> a. any insured person; b. any of your employees: <p>However, eligible person(s) does not include any person for cover under Sections C 'Medical Expenses' and D 'Accidental Death and Dismemberment', whether or not your employee, if benefits for bodily injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.</p>
Domestic Partner	<p>Domestic partner means a person of the same or opposite sex who:</p> <ul style="list-style-type: none"> i. is at least eighteen (18) years old and legally capable to enter into a contract; ii. is not related by blood to the eligible person or insured person more closely than is permissible for marriage in the state of residence; iii. is not married or legally separated; iv. 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; v. occupies the same residence as the eligible person or insured person; vi. has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature; vii. has entered into a domestic partnership agreement with the eligible person or insured person.
Employee	Employee means any individual employed by you who is performing his or her regular duties on a full-time or part-time basis at any of the location(s) and on one of your scheduled work days.
Event Responder	Event responder means a risk management entity (as shown in the declarations) that operates in safety and security, emergency preparedness, disaster management and public safety consulting services.

Immediate Family Member(s)	Immediate family member means a person who is related to an eligible person or insured 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). Immediate family member also includes a person who is a legal guardian of an eligible person or insured person .
Insured Person(s)	Insured person means a human third party individual, who is in or on the location(s) , except when specifically excluded under any Section of this Policy. Insured person does not include the assailant of any deadly weapon event .
Joint Venture(s)	Joint venture means a co-venture, joint lease, joint operating agreement or partnership in which you have a financial interest.
Location(s)	Location(s) means all of your locations which are owned, leased or part of a joint venture where business services are rendered and which have been listed and provided to us prior to binding coverage.
Loss Occurrence	Loss occurrence means any loss, damage, liability, cost or expense incurred by you , or incurred on your behalf, which arises from, is consequent upon, or is attributable to the same, or substantially similar, cause of loss or originating source, regardless of the number of location(s) involved in the loss.
Period of Insurance	Period of insurance 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).
Pollutant or Contaminant	Pollutant or contaminant 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.
Road Vehicle	Road vehicle means a private or commercial land-based vehicle which is licensed for use on public roads, including automobiles, buses, trucks or motorcycles.
Spouse	Spouse means the eligible person's or insured person's lawful spouse. Spouse includes one who is widowed by, or divorced or legally separated from the eligible person or insured person , and also includes a domestic partner .
We/Us/Our	We are certain underwriters at Lloyd's of London.

Weapon	<p>Weapon means:</p> <ul style="list-style-type: none"> a. Any portable or handheld device, instrument or substance which is used by the assailant in a manner to deliberately cause death or bodily injury; and/or b. Any road vehicle that is occupied and used by the assailant in a manner to deliberately cause death or bodily injury.
You/Your	<p>You are the Named Insured whose details are shown in the declarations.</p>

Section A – Liability to Insured Person(s)

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 at 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 mutually agreed upon between **you** and **us**, but in the absence of such agreement, **our** decision shall be final.
 - 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 **self-insured retention** payable by **you**.

- 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 **self-insured 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 of **your employees**, or to employees of any third party with whom the **you** have contracted for services including but not limited to temporary or borrowed employees, medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff; Or any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.
- B. 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.
- C. 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**.
- D. **Euthanasia, mercy killing(s), and suicide.**
- E. Any **claim** or **claims** made by, or on behalf of, any **assailant**.
- F. 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.

- G. 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 insurance.
- H. Loss, injury or damage arising from goods or products which **you** have designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed.
- I. Any liability arising out of **property damage**.
- J. Fines, penalties, punitive damages, exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory **damages**.
- K. Any **deadly weapon event** that occurs at a **location(s)** which has been specifically leased or loaned by **you** to any other entity or individual to host a permitted event planned and ticketed for more than 500 attendees over the duration of the event, except with **our** prior written agreement. Upon notification of any such permitted 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** from an **insured person(s)** for **damages** covered by this Section.
2. **Claims expenses** means all reasonable and necessary fees, costs and expenses incurred with **our** written consent 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 circumstance 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 by a competent court with **Underwriters** 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. **Self-insured retention** means the maximum dollar amount as shown in the **declarations** for each and every **claim** including **claim expenses**. Such stated amount must be paid by **you** before this Section will respond to a loss. Valid **damages** and **claims expenses** associated with a **claim** will both duly erode the stated **self-insured retention**.
11. **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**.

Self-Insured Retention:

This insurance does not cover the **self-insured retention** amount as shown in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**.

Section B – Property Damage

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** at any of the **location(s)**, and in conjunction with the recommendations of the **crisis management response team**, **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 at 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 at 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 at 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 at the **location(s)**.
 4. At **your** option, personal property of any **eligible person**, which is of a type not excluded, whilst situated at the **location(s)**.
6. **Sanitary ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.
7. **Stock** means merchandise held at 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**.

Deductible:

Each **loss occurrence** of insured physical loss or physical damage caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount stated in the **declarations** shall be deducted.

Section C – Medical Expenses

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 reimburse **you** for payments made by **you** to an **eligible person**, regardless of fault, in respect of **medical expenses** necessarily incurred solely and directly by the **eligible person** as a result of identifiable physical injury due to an **accident** directly caused by a **deadly weapon event** occurring at any of the **location(s)**.

Conditions (applicable to this Section):

1. **Notice of Claim**

Written notice of claim must be given to **us** within thirty (30) days after the occurrence of the **eligible person's** physical injury due to a **covered accident**, or as soon as is reasonably possible thereafter. Notice given by or on behalf of the claimant to **us** at the following address:

Beazley Furlonge Limited, Claims Department, Plantation Place South, 60 Great Tower Street, London, EC3R 5AD

with information sufficient to identify **you** and the **eligible person** is deemed notice to **us**. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

2. **Physical Examination**

We, at **our** own expense, have the right and opportunity to examine the **eligible person** when and as often as **we** may reasonably require, 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 **eligible person's** physical injury due to a **covered accident**. 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 thereat, 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 a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

Definitions (applicable to this Section):

- 1. **Accident** (or **accidental**) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible person** is covered under this insurance.
- 2. **Covered accident** means an **accident** directly caused by a **deadly weapon event** which results in an identifiable physical injury to an **eligible person**.
- 3. **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 **covered accident**;
 - 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 **covered accident**;

- v. for general health examinations and examinations for check-up purposes not incidental to, or relating to, an identifiable physical injury caused by a **covered accident**;
- vi. for any disability or condition, whether or not aggravated by a **covered accident**, 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 **covered accident**;
- 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**.

Deductible:

All **medical expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

Section D – Accidental Death & Dismemberment

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 up to the Limit of Insurance described below for **covered loss** or **covered injury** to **eligible person** resulting from an **accident** directly caused by a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.

Conditions (applicable to this Section):

2. Claim Forms

We will send claim forms to the **eligible person** (“claimant”) upon receipt of a written claim from them. If such claim forms are not sent within thirty (30) days after **we** received such notice the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time period stipulated in Condition 5 ‘Proof of Loss’ for proof of loss, written proof covering the occurrence, the character and the extent of loss for which claim is made. The notice should include the **eligible person’s** name, **your** name, and **your** Policy number (if known). Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

3. Notice of Claim

Written notice of claim must be given to **us** within thirty (30) days after the occurrence or commencement of the **eligible person’s covered loss**, or as soon as is reasonably possible thereafter. Notice given by or on behalf of the claimant to **us** at the following address:

Beazley Furlonge Limited, Claims Department, Plantation Place South, 60 Great Tower Street, London, EC3R 5AD

with information sufficient to identify **you** and the **eligible person** is deemed notice to **us**. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

4. Payment of Claims

All payments will be paid to **you** in reimbursement of payments made by **you** directly to the **eligible person** (or to the **eligible person’s** representative, heirs, or assigns) 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.

5. **Physical Examination and Autopsy**

We have the right and opportunity, at their 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.

6. **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 thereat, 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 a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

Definitions (applicable to this Section):

- 1. **Accident** (or **accidental**) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible person** is covered under this insurance.
- 2. **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.
- 3. **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**.
- 4. **Covered accident** means an **accident** directly caused by a **deadly weapon event** which results in a **covered loss**.

5. **Covered injury** means **accidental bodily injury**:
- i. which is sustained by an **eligible person** as a direct result of an unintended, unanticipated **accident** that occurs while the **eligible person's** coverage under this insurance is in force, and
 - ii. which results directly and independently from all other causes from a **covered accident** (independent of disease, bodily infirmity or any other cause) which causes a **covered loss**. The **covered injury** must be caused through **accidental** means. All injuries sustained by an **eligible person** in any one **accident**, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
6. **Covered loss** means one or more of the following, resulting from a **covered accident** or **covered injury**, 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.**
7. **Hemiplegia** means the complete and irreversible **paralysis** of the upper and lower limbs of the same side of the body.
8. **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).
9. **Loss of hand or foot** means a complete **severance** through or above the wrist or ankle joint.
10. **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.

11. **Loss of sight** means the total and permanent inability to see which is irrecoverable by natural, surgical or artificial means.
12. **Loss of speech** means the total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.
13. **Loss of thumb and index finger** or **loss of four fingers** means the complete **severance** through or above the metacarpophalangeal joints.
14. **Loss of toes** means the complete **severance** through the metatarsophalangeal joints.
15. **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.
16. **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.
17. **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.
18. **Paraplegia** means the complete and irreversible **paralysis** of both lower limbs or of both upper limbs.
19. **Quadriplegia** means the complete and irreversible **paralysis** of both upper and lower limbs.
20. **Severance** means complete separation and dismemberment of the part of the body.
21. **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 **covered accident**)

Aggregate Maximum Limit: 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**.

Deductible:

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

Section E – Crisis Management Services

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 **insured person(s)** and their **immediate family member(s)**; child care for the **immediate family member(s)** of **insured person(s)**; brand rehabilitation; public relations; media management; legal; 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 which are directly incurred by **you** 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 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 **crisis management response team** in the event of a **deadly weapon event**. To access this support on a 24-hour basis, **you** will call the **crisis management response team**. The **event responder** will work with their **crisis management response team** to 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. **Investigation**

The **event responder** will (if required) conduct an independent investigation into the **deadly weapon event** for **your** sole use in determining the facts of the **deadly weapon event**, informing crisis response plans and identifying any potential third party liability exposures as soon as possible.

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**.

c. **Temporary Security Measures**

The **event responder** will (if required) arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

2. **Event responder fees** mean only the particular costs and expenses solely and directly incurred by the **event responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to **us**

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**.

Deductible:

All **crisis management services** expense incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted. However, there is no deductible applicable to **event responder fees** incurred under this Section.

Section F – Circumstance

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):

1. **Circumstance** means a situation, action, event, behaviour, or information received, which indicates that a **deadly weapon event** is reasonably likely to occur.
2. **Event responder fees** mean only the particular costs and expenses solely and directly incurred by the **event responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to **us**

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**.

Deductible:

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

Section G – Counselling Services

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 incurred by **you** 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 **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 psychiatrists, social workers and 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**.

Deductible:

All **counselling services** expense incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

Section H – Funeral Expenses

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** incurred by **you** 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**.

Deductible:

All **funeral expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

General Policy Exclusions

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

This Policy does not cover any loss, 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;
 - d. Any explosive devices unless used in conjunction with a **deadly weapon event**.
- 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** 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. Coronavirus disease (COVID-19);
- b. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);or
- c. any mutation or variation of SARS-CoV-2;

or any fear or threat of (a), (b) or (c) above.

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), (b) or (c) above.

General Policy Conditions

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 ninety (90) 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 Ninetieth (90th) 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. **Loss Occurrence**

A **loss occurrence** shall comprise each and every loss or series of losses arising out of and directly occasioned by a single **deadly weapon event**. A **deadly weapon event** (or series of **deadly weapon events**) which occurs at one or more of the **location(s)** within a period of twenty-four (24) consecutive hours which do have or appear to have a "related purpose" or are co-ordinated by one or more **assailant** will be deemed to be one single **deadly weapon event**. For the purpose of this Condition, a "related purpose" means one **deadly weapon event**, or a series of **deadly weapon events**, where the **assailant** attempts to cause **bodily injury** for the same intended reason and or for the same desired result.

4. **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** 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.

5. **Assignment**

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

6. **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)**.

7. **Change in Circumstances**

You must notify **us** immediately of any change in circumstances 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.

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**, 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 an interest-bearing bank account within the United States of America chosen at **our** sole discretion, in **our** name, and only **we** will be entitled to receive any interest accrued on such account. 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

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 and Proof of Loss

You shall, as soon as reasonably practicable, call the **crisis management response team** Telephone: **860-677-3790**, who, in turn, will notify the **event responder** as shown in the **declarations**.

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 **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. Reporting and Claims Handling

You shall notify **us** as soon as reasonably practicable of every **claim**:-

Alex Hill
Beazley Claims (London)
Direct Dial: +44 (20) 7667 7326

and / or

William Clarke
Beazley Claims (New York)
Direct Dial: +1 (646) 943 5919

Beazley Furlonge Limited
Plantation Place South
60 Great Tower Street
London
EC3R 5AD
United Kingdom

Email claims@beazley.com

3. 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

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.

06/03

LSW1135B

Policyholder Disclosure Notice of Terrorism Insurance Coverage

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 \$100 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

ENDORSEMENT NO. 01

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE	NAMED INSURED
PJ2000050	1 st July 2020	ALLIANT DEADLY WEAPON RESPONSE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INTERRUPTION EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, the Deadly Weapon Protection Policy to which this Endorsement is attached is amended to additionally insure the **Named Insured** for loss resulting from necessary Interruption of Business caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Policy, occurring at the **Location(s)** of the **Named Insured**.

This Business Interruption Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Policy to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Policy, then such term, condition, or definition in this Business Interruption Extension Endorsement shall prevail.

This Endorsement insures a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Extension is attached does not apply to this Business Interruption Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Business Interruption Extension Endorsement and the definitions section of the Deadly Weapon Protection Policy to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Period of Insurance**, the **Underwriters** shall be liable for the actual loss sustained by the **Named Insured** resulting directly from such necessary Interruption of Business, but not exceeding the reduction in **Gross Earnings** during the **Period of Indemnity**.

Due consideration shall be given to the continuation of **Normal** charges and expenses, including payroll expenses, to the extent necessary to resume operations of the **Named Insured** at the same or equivalent operational capability that existed immediately prior to an **Deadly Weapon Event**.

LIMIT OF LIABILITY

The **Underwriters** shall not be liable under this Endorsement for more than USD250,000 in respect of each and every **Deadly Weapon Event**.

DEDUCTIBLE

Each insured Interruption of Business loss caused by a **Deadly Weapon Event** shall be adjusted separately, and from the amount of each such adjusted loss the applicable amount stipulated below shall be deducted:

- If the amount stated in the **Declarations** as the Deductible applicable to insured Interruption of Business loss is shown as a monetary amount, then the monetary amount as stated in the **Declarations** shall be deducted.
- If the amount stated in the **Declarations** as the Deductible applicable to insured Interruption of Business loss is shown as a days' amount, then the amount deducted shall be equivalent to the first number of days, as stated in the **Declarations**, of the **Period of Indemnity** applicable to such Interruption of Business loss.

CONDITIONS

1. **Deadly Weapon Event**

No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to Interruption of Business, has occurred.

2. **Business Interruption Values Declared (and Incorrect Declaration Penalty)**

The premium for this Endorsement has been based on a statement of individual Business Interruption values declared to and agreed by the **Underwriters** at the inception of the Policy and stated in the **Declarations**.

If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the **Declarations**, of the Business Interruption values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

3. **Other Insurance**

This Policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**.

4. **Resumption of Operations**

The **Named Insured** must take all reasonable steps to resume business operations at the same or equivalent operational capability that existed prior to the **Deadly Weapon Event** causing an insured Interruption of Business.

EXCLUSIONS

This Business Interruption Extension does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. 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;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the Interruption of Business;
- d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Named Insured**, or any such property owned by others in the **Named Insured's** care, custody or control, whether or not resulting from or in connection with an **Deadly Weapon Event**;
- e. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such loss results directly from the insured Interruption of Business, and then Underwriters shall be liable for only such loss as affects the **Named Insured's** earnings during, and limited to, the **Period of Indemnity** covered under this Policy;
- f. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**, except to the extent specifically insured by this Endorsement and provided that such loss results directly from the insured Interruption of Business;
- g. fines, penalties, or **Damages** incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with an **Deadly Weapon Event** or otherwise.
- h. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- i. criminal, dishonest, fraudulent or malicious conduct by the **Named Insured**;
- j. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- k.
 - 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;
- l. 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;
- m. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen;
- n. strikes, labour unrest, riots or civil commotion.

LIMITATIONS

The Underwriters shall not be liable for more than the smaller of either:

- a) any specific Business Interruption Sum Insured stated in the **Declarations**, or
- b) the Sum Insured stated in the **Declarations**, where such includes Business Interruption, if such is a combined limit,

in respect of such loss, regardless of the number of **Location(s)** suffering an interruption of business as a result of any **Deadly Weapon Event** at such **Location(s)**.

DEFINITIONS

1. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.
2. **Gross Earnings** mean:
 - a. the total earnings derived from the operations of the **Named Insured's** business which the **Named Insured** would have earned during the **Period of Indemnity**, had there not have been an **Deadly Weapon Event**.
 - b. the reasonable and necessary costs and expenses that the **Named Insured** incurs in using any property or service owned or controlled by the **Named Insured**, or obtainable from any other sources, all whether at the **Location(s)** of the **Named Insured** or at any other location, during the **Period of Indemnity** covered under this Policy, due to an **Deadly Weapon Event** occurring during the **Period of Insurance**.
 - c. increase in **Gross Earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at the **Location(s)** of the **Named Insured** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon the Insured by order of any competent municipal, civil or governmental authority in connection with an **Deadly Weapon Event** occurring during the **Period of Insurance**.

Less any charges and expenses which do not necessarily continue during the period of Interruption of Business.

In determining the amount of **Gross Earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by the Insured, due consideration shall

be given to the experience of the **Named Insured's** business prior to the date of an **Deadly Weapon Event** and the probable experience thereafter had no **Deadly Weapon Event** occurred.

No other costs shall be deducted in determining **Gross Earnings**.

3. **Normal** means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

4. **Period of Indemnity** means a period of time not to exceed the lesser of:

(a) such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Named Insured** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**

or

(b) 365 days

commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this insurance.

Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **Named Insured** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

EXTENSION

This Business Interruption Extension Endorsement is extended to include any such loss as insured by this Endorsement which is sustained by the **Named Insured** as a direct result of the necessary interruption of the **Named Insured's** business due to prevention of access to any **Location(s)** of the **Named Insured** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 02

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PJ2000050	1 st July 2020	ALLIANT DEADLY WEAPON RESPONSE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEMOLITION, CLEARANCE, AND MEMORIALISATION COSTS EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Policy to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this policy is extended to cover the reasonable and necessary costs, as described below, incurred by the **Named Insured** as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Policy:

- 1) The costs incurred to demolish any portions of the building, structure, or detached outbuilding at the **Location(s)** of the **Named Insured** which has been the location of a **Deadly Weapon Event** insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **Deadly Weapon Event**;
- 2) The costs incurred in the removal from the **Location(s)** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **Location(s)**.
- 3) The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **Deadly Weapon Event**. If any such building, structure, or detached outbuilding described above is not demolished and cleared in accordance with paragraphs 1) and 2), then any costs incurred under this paragraph 3) shall be sublimited to an amount of USD 10,000 in respect of each and every **Deadly Weapon Event**.

This Endorsement insures a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Extension is attached does not apply to this Demolition, Clearance, and Memorialisation Costs Extension

Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Demolition, Clearance, and Memorialisation Costs Extension Endorsement and the definitions section of the Deadly Weapon Protection Policy to which this Endorsement is attached.

LIMIT OF LIABILITY

The **Underwriters'** maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

- a) USD 250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Period of Insurance**. The limit of liability of this Extension is part of and not in addition to the limit as stated within item 5.a Limit of Liability and **Claims Expenses** of the **Declarations**;
- b) The amount(s) actually incurred by the **Named Insured** in accordance with the coverage provided by this Demolition, Clearance, and Memorialisation Costs Extension Endorsement.

EXCLUSION

This Demolition, Clearance, and Memorialisation Costs Extension Endorsement does not insure loss which is otherwise insured by the Property Damage Extension Endorsement which is attached to and forms part of the Deadly Weapon Protection Policy.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 03

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE	NAMED INSURED
PJ2000050	1 st July 2020	ALLIANT DEADLY WEAPON RESPONSE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA EXPENSE EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, the Deadly Weapon Protection Policy to which this Endorsement is attached is amended to additionally insure the **Named Insured** for reasonable and necessary **Extra Expense** incurred by the **Named Insured** following a **Deadly Weapon Event**, as defined by the **Active Shooter** Protection Policy, occurring at the **Location(s)** of the **Named Insured**.

This **Extra Expense** Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Policy to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Policy, then such term, condition, or definition in this **Extra Expense** Extension Endorsement shall prevail.

This Endorsement insures a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this **Extra Expense** Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Endorsement and the definitions section of the Policy to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Period of Insurance**, the **Underwriters** shall be liable for the reasonable and necessary **Extra Expense** incurred by the **Named Insured** in order

to continue as nearly as practicable the **Normal** conduct of the **Named Insured's** business following a **Deadly Weapon Event**.

LIMIT OF LIABILITY

The **Underwriters** shall not be liable under this Endorsement for more than USD 250,000 in respect of each and every **Deadly Weapon Event** during the **Period of Insurance**.

The limit of liability of this Endorsement is part of and not in addition to the limit of liability as stated within item 5.a. Limit of Liability and **Claims Expenses** of the **Declarations**.

DEDUCTIBLE

Each insured **Extra Expense** loss caused by a **Deadly Weapon Event** shall be adjusted separately, and from the amount of each such adjusted loss the applicable amount stipulated below shall be deducted:

- If the amount stated in the **Declarations** as the Deductible applicable to insured **Extra Expense** is shown as a monetary amount, then the monetary amount as stated in the **Declarations** shall be deducted.
- If the amount stated in the **Declarations** as the Deductible applicable to insured **Extra Expense** is shown as a days' amount, then the amount deducted shall be equivalent to the first number of days, as stated in the **Declarations**, of the **Period of Restoration** applicable to such **Extra Expense** loss.

CONDITIONS

1. **Deadly Weapon Event**

No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to **Extra Expense**, has occurred.

2. **Salvage**

At the end of the **Period of Restoration**, any salvage value remaining in property obtained for temporary use shall be taken into consideration in the determination of the amount of **Extra Expense** insured by this Endorsement.

3. **Other Insurance**

This Policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**.

4. **Resumption of Operations**

The **Named Insured** must take all reasonable steps to resume business operations at the same or equivalent operational capability that existed prior to the **Deadly Weapon Event** causing **Extra Expense** to be incurred.

EXCLUSIONS

This **Extra Expense** Endorsement does not insure against:

- b. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- c. 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;
- d. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the **Deadly Weapon Event**;
- e. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Named Insured**, or any such property owned by others in the **Named Insured's** care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;
- f. increase in **Extra Expense** caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order;
- g. increase in **Extra Expense** caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;
- h. fines, penalties, or **Damages** incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.
- i. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- j. criminal, dishonest, fraudulent or malicious conduct by the **Named Insured**;
- k. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- l.
 - (i) Any vehicle not defined as a **Road Vehicle**;
 - (ii) Any weapon mounted (or designed to be mounted) on a vehicle;
 - (iii) Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- l. 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;
- m. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen;
- n. strikes, labour unrest, riots or civil commotion

- o. loss of earnings or any other consequential loss.

DEFINITIONS

- 8. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.
- 9. **Extra Expense** means the additional costs (if any) incurred by the **Named Insured** during the **Period of Restoration** in order for the **Named Insured** to operate as **Normal**.

Extra Expense includes the cost incurred in obtaining property (buildings, equipment and other business personal property) for temporary use or occupation during the **Period of Restoration** necessarily required for the conduct of the **Named Insured's** business, however, the amount recoverable under this Endorsement for any such costs will not exceed the amount that would have been expended by the **Named Insured** in renting, leasing or otherwise acquiring any such property of substantially similar size, capacity and quality as the property made unusable by the **Deadly Weapon Event**.

- 3. **Normal** means the condition that would have existed but for the happening of a **Deadly Weapon Event**.
- 5. **Period of Restoration** means a period of time not to exceed the lesser of:

- (a) such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Named Insured** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**

or

- (b) 365 days

commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this insurance but at all times in accordance with Condition 4 of this Endorsement.

Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **Named Insured** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

EXTENSION

This **Extra Expense** Extension Endorsement is extended to include any such **Extra Expense** as insured by this Endorsement which is incurred by the **Named Insured** as a direct result of the necessary interruption of the **Named Insured's** business due to prevention of access to any **Location(s)** of the **Named Insured** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 04

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE	NAMED INSURED
PJ2000050	1 st July 2020	ALLIANT DEADLY WEAPON RESPONSE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA EXPENSE EXTENSION FOR THREAT ENDORSEMENT

In consideration of the premium paid, the Deadly Weapon Protection Policy to which this Endorsement is attached is amended to additionally insure the **Named Insured** for reasonable and necessary **Extra Expense** incurred by the **Named Insured** following a **Threat**, as herein defined, occurring at the **Location(s)** of the **Named Insured**.

Except as expressly varied hereby, this Extra Expense Extension for Hazard Threat Endorsement is subject to all of the terms, conditions and definitions stipulated in the Deadly Weapon Protection Policy to which it is attached, including those stipulated in the Extra Expense Extension Endorsement which forms a part of the Deadly Weapon Protection Policy.

The **Underwriters** shall not be liable under this Endorsement for more than USD 250,000 in respect of each and every **Deadly Weapon Event** during the **Period of Insurance**. The limit of liability of this Endorsement is part of and not in addition to the limit of liability as stated within item 5.a. Limit of Liability and **Claims Expenses** of the **Declarations**.

As used in this Endorsement:

Threat means any specific threat, made during the **Period of Insurance** and validated by any **Competent Authority**, to cause:

- i. **Bodily Injury** to any **Insured Person(s)** attending or working at the **Location(s)**, and/or
- ii. Physical damage to, or destruction of, any **Insured Property** at the **Location(s)**,

Whether or not such threat subsequently proves to have been real or hoax.

Competent Authority means a national or local government or public authority that is responsible for public safety in the area in which the **Location(s)** is situated.

If any other word is in boldface within this Endorsement, please read the definitions clause of the Deadly Weapon Protection Policy (and its Endorsements) to which this Endorsement is attached, including the Extra Expense Extension Endorsement which forms a part of the Deadly Weapon Protection Policy.

All other terms and conditions remain unchanged.

SECURITY DETAILS

Endorsement Version Date 30 Jun 2020 20:06
Endorsement Status Completed
UMR B0180PJ2000050
Broker Endorsement Reference 000
Endorsement Name Agreed Wording
(Re)Insured Alliant Deadly Weapon Response Program
Agreement Practice GUA B
Agreement Instructions Slip Lead

CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:

Leader Agreed 30 Jun 2020 21:56

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Beazley Syndicates AFB	Chris Parker	Deadly Weapon Protection Consortium 9779 - Section A. All underwriters as per LPSO Registered Consortium No 9779	TBE