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POLICY CAREFULLY**

FIREARMS OWNER LIABILITY COVERAGE FORM

NOTICE:

THIS POLICY IS A UNIQUE COVERAGE FORM DESIGNED FOR A FIREARMS OWNER. IT APPLIES IN EXCESS OF ANY VALID INSURANCE THAT YOU MAY HAVE PURCHASED FOR PERSONAL OR BUSINESS LIABILITY. IT IS HIGHLY RECOMMENDED THAT YOU CONSULT WITH YOUR AGENT AND ATTORNEY TO UNDERSTAND THE COVERAGE PROVIDED BY THIS POLICY.

THROUGHOUT THIS COVERAGE FORM, THE WORDS “YOU” AND “YOUR” REFER TO THE NAMED INSURED SHOWN IN THE DECLARATIONS. THE WORDS “WE”, “US” AND “OUR” REFER TO THE COMPANY PROVIDING THIS INSURANCE.

THE WORD “INSURED” MEANS ANY PERSON OR ORGANIZATION QUALIFYING AS SUCH UNDER SECTION II - WHO IS AN INSURED.

OTHER WORDS AND PHRASES THAT APPEAR IN QUOTATION MARKS HAVE SPECIAL MEANING. REFER TO SECTION V - DEFINITIONS.

The following Table of Contents shows how this Firearms Owner Liability Coverage is organized. It will help locate particular sections of this form.

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SECTION I – COVERAGES

1. COVERAGE A - BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY LIABILITY

- a. We will pay on behalf of the Named Insured those sums they become legally obligated to pay as damages because of "bodily injury", "property damage", or "personal injury" to which this insurance applies.

However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", or "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for any combination of losses or damages is limited as described in SECTION III – LIMITS OF INSURANCE; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of judgments or settlements

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 3. SUPPLEMENTARY PAYMENTS – COVERAGE A - BODILY INJURY, PROPERTY DAMAGE LIABILITY AND PERSONAL INJURY LIABILITY.

- b. This insurance applies to "bodily injury", "property damage", or "personal injury" only if:
- 1) The "bodily injury", "property damage", or "personal injury" is caused by an "occurrence" that takes place in the "coverage territory" on or after the Retroactive Date, if any, shown in the Declarations and prior to the end of the "policy period"; and
 - 2) The "bodily injury", "property damage", or "personal injury" did not occur, in whole or in part, prior to the Retroactive Date, if any, shown in the Declarations; and
 - 3) Prior to the "policy period" no insured listed under paragraph 1. of Section II – Who Is An Insured, and no "employee" authorized by you to give or receive notice of a "claim" or "occurrence", had knowledge of an "occurrence" which occurred prior to the Effective Date of this policy unless:
 - (a) This policy is a renewal and you reported, in writing, the "occurrence", or suspected "occurrence" under a previous policy issued by us; or
 - (b) You reported the "occurrence" or suspected "occurrence" to us prior to the Effective Date shown in the Declarations; and
 - i We have acknowledged in writing that a "claim" arising out of that "occurrence" may be covered, subject to all the remaining terms and conditions of this policy; and
 - ii We have issued an endorsement to this policy excepting this condition of prior knowledge for potentially covered claims arising out of that "occurrence" or alleged "occurrence"; and
 - 4) A "claim" for damages because of "bodily injury", "property damage", or "personal injury" is:
 - (a) First made against an insured during the "policy period", or within 90 days of the end of the "policy period", and
 - (b) Reported in writing to us promptly during the "policy period" or within 90 days of the end of the "policy period". Notice of an "occurrence" is not notice of a "claim".

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A "claim" is deemed first made against the insured when the insured first receives notice of it. A "claim" is deemed reported to us on the date we receive written notice of it.

All "claims" for damages to the same person or organization, including damages claimed by any person or organization for care, loss of services, or death will be deemed to have been made at the time the first of these "claims" is made against any insured.

- c. "Bodily injury", "property damage", or "personal injury" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any insured includes any continuation, change or resumption of "bodily injury", "property damage", or "personal injury" after the end of the "policy period".
- d. "Bodily injury", "property damage", or "personal injury" will be deemed to have been known to have occurred at the earliest time when any insured:
 - 1) Reports all, or any part, of the "bodily injury", "property damage", or "personal injury" to us or any other insurer; or
 - 2) Receives a written or verbal demand or claim for damages because of the "bodily injury", "property damage", or "personal injury"; or
 - 3) Becomes aware by any other means that "bodily injury", "property damage", or "personal injury" has occurred or has begun to occur.
- e. Damages because of "bodily injury" or "personal injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury" or "personal injury".

2. Exclusions – Coverage A

This insurance does not apply to:

a. Expected Or Intended Injury

Any "claim", cost, expense or damages arising from an act or omission that, from the standpoint of the insured, can be reasonably expected to cause "bodily injury", "property damage", or "personal injury" even if the resulting injury or damage is of a different kind or degree than intended or reasonably expected.

b. Contractual Liability

"Bodily injury", "personal injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Liquor And Intoxicating Substance Liability

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

- 1) Causing or contributing to the intoxication of any person;
- 2) The furnishing of alcoholic beverages of "intoxicating substances" to a person under the legal drinking age or under the influence of alcohol; or

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- 3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages or “intoxicating substances”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the “occurrence” which caused the “bodily injury”, “property damage”, or “personal injury”, involved that which is described in Paragraph **1)**, **2)** or **3)** above.

d. Workers’ Compensation And Similar Laws

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

e. Employer’s Liability

“Bodily injury” or “personal injury” to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

f. Pollution

- 1)** “Bodily injury”, “personal injury” or “property damage” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- 2)** Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of “pollutants”; or
 - (b) “Claim” or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”

g. Aircraft, Auto Or Watercraft

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

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This exclusion applies even if the “claims” against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to your liability for a “firearm” stolen out of a locked secured vehicle with an activated functioning alarm that was not visible to someone outside the vehicle.

h. Mobile Equipment

“Bodily injury”, “personal injury” or “property damage” arising out of:

- 1) The “transportation” of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any insured; or
- 2) The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

“Bodily injury”, “personal injury” or “property damage”, however caused, arising, directly or indirectly, out of:

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

j. Failure To Comply

“Claims” or damages arising out of any insured’s intentional, knowing, willful or deliberate failure to comply with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency.

k. Illegal or criminal activity

“Bodily injury”, “personal injury”, or “property damage” arising out of, caused by, or in any way related to, in whole or in part, any insured’s involvement or alleged involvement, directly or indirectly, in any illegal or criminal activity.

l. Professional or Occupational Liability

“Bodily injury”, “personal injury”, or “property damage” arising out of or in the course of any insured’s employment, occupation, trade, or profession.

m. Insured Versus Insured

“Claims” or “suits” brought by

- 1) any insured against any other insured; or
- 2) any resident of your household.

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n. Reloading or manufacturing of ammunition

“Bodily injury”, “personal injury”, or “property damage” caused by, in whole or in part, directly or indirectly, the explosion, rupture, or failure of ammunition, cartridges, or shotgun shells manufactured, produced, assembled, loaded or reloaded by the insured.

o. Paint Ball and Simulated Munitions

“Bodily injury”, “personal injury”, or “property damage” caused by any insured intentionally shooting at any target, including people and animals, for recreation or competition.

3. SUPPLEMENTARY PAYMENTS – COVERAGE A - BODILY INJURY, PROPERTY DAMAGE LIABILITY AND PERSONAL INJURY LIABILITY.

a. We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

- 1) All expenses we incur.
- 2) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.
- 4) All court costs taxed against the insured in the “suit”. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured.
- 5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These Supplementary Payments will not reduce the limits of insurance.

4. COVERAGE B - MEDICAL PAYMENTS

Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an “occurrence”, provided that:

- 1) The accident takes place in the “coverage territory” and during the “policy period”; and
- 2) The expenses are incurred and reported to us within one year of the date of the accident; and
- 3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance stated in the Declarations for Medical Payments. We will pay reasonable expenses for:

- 1) First aid administered at the time of an accident;

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- 2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- 3) Necessary ambulance, hospital, professional nursing and funeral services.

5. Exclusions – COVERAGE B

We will not pay medical expenses for “bodily injury”:

a. Any Insured

To any insured.

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises that you own or rent that the person normally occupies.

d. Workers’ Compensation And Similar Laws

To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

f. Coverage A Exclusions

Excluded under COVERAGE A - BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY LIABILITY.

SECTION II - WHO IS AN INSURED

1. You and your spouse are insureds.
2. Your minor children living in your primary residence are insureds. Minor children are those individuals that have not yet attained the age of 18 on the date of the “occurrence” .
3. Your children, other than minor children, that have not yet attained the age of 22 on the date of the “occurrence” if they are full time students are insureds.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

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- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under COVERAGE B – MEDICAL PAYMENTS;
 - b. Damages under COVERAGE A – BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY LIABILITY; and
3. Subject to paragraph 2, above, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under COVERAGE A – BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY LIABILITY; and
 - b. Medical expenses under COVERAGE C – MEDICAL PAYMENTS
- because of all "bodily injury", "property damage" and "personal injury" arising out of any one "occurrence".
4. Subject to paragraph 3, above, the Medical Expense Limit is the most we will pay under COVERAGE B – MEDICAL PAYMENTS for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – LIABILITY AND MEDICAL PAYMENTS GENERAL CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence or Law Enforcement Inquiry

- a. You must see to it that we are notified as soon as practicable of an "occurrence". To the extent possible, notice should include:
 - 1) How, when and where the "occurrence" took place; and
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the "claim" or "suit" and the date received; and

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2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit"; and

2) Authorize us to obtain records and other information; and

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Excess Insurance

This insurance is excess over other valid and collectible insurance available to any insured. We have no duty to defend any insured or pay any amounts until the primary insurance available to an insured is exhausted per its terms and conditions.

If other valid and collectible insurance is available to the Insured for a loss we cover under **Coverage A**, the insurance provide by this policy is excess of that insurance and we have no duty to defend or perform other obligations until the primary insurance available to an insured is exhausted pre its terms and conditions.

If other valid and collectible insurance is available to the Insured for a loss we cover under **Coverage A**, the insurance provide by this policy is excess of that insurance.

5. Representations

By accepting this policy, you agree:

a. The statements in the Declarations and the applications attached to the policy are accurate and complete;

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- b. Those statements are based upon representations you made to us in the application which is part of this policy; and
- c. We have issued this policy in reliance upon the insured's representations.

6. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies separately to each insured against whom "claim" is made or "suit" is brought.

7. Transfer Of Rights Of Recovery Against Others To Us

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

8. Selection Of Counsel

In the event the insured is entitled by law to select independent counsel to defend a "suit" at our expense, the attorneys' fees and all other litigation expenses we must pay to that counsel are limited to the rates and payment schedules we actually pay to counsel we retain in the ordinary course of business in the defense of similar "claims" or "suits" in that jurisdiction.

We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending "claims" or "suits" similar to the one pending against the insured and to require such counsel to have errors and omissions insurance coverage. As respects such counsel, the insured agrees that counsel will timely respond to our requests for information regarding the "claim" or "suit". Furthermore, the insured may at any time freely and fully waive these rights to select independent counsel as evidenced by a signed waiver.

9. Calculation Of Premium

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the Effective Date of this policy, we will compute the premium in accordance with the rates and rules then in effect.

SECTION V – DEFINITIONS

- 1. "Act of self-defense" means the act of defending one's person or others against a threat.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means sickness or disease sustained by a person, including mental anguish, emotional distress or death resulting from any of these at any time.

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4. "Claim" means a written or oral demand against the insured seeking damages for "bodily injury", "property damage", or "personal injury" to which this insurance applies.
5. "Coverage Territory" means:
 - a. The United States, its territories or possessions, Puerto Rico and Canada; or
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transit between any places included in a. above.
6. "Employee" includes a "leased worker".
7. "Firearm" means a legally possessed weapon from which a projectile is expelled by gunpowder or compressed air.
8. "Intoxicating substances" means any substance, including in solid, liquid, or gaseous form that causes or induces, or is alleged to cause or induce:
 - a. the intoxication of any person
 - b. reduced or impaired reaction or reaction time
 - c. impaired judgement
 - d. violent or malicious behavior
9. "Leased Worker" means a person leased or provided to any insured by a labor leasing firm or a temporary services provider under an agreement between the insured and the labor leasing firm or temporary services provider, to perform duties related to the conduct or maintenance of any insured's business, residence or other property.
10. "Mobile equipment" means any land or waterborne vehicle or conveyance, including any attached machinery or equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
11. "Occurrence" means accidental injury or damage, caused by the use or discharge of a "firearm" during or arising out of
 - a. An insured's participation in hunting or trapping on public or private land; or
 - b. An insured's activities as a competitive or recreational shooter; or
 - c. Any accidental discharge of a "firearm" that is not related to an "act of self-defense".

All "bodily injury", "property damage" or "personal injury" arising out of an "occurrence" or series of related "occurrences" is deemed to take place at the time of the first such damage or injury even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; and even though the "occurrence" causing such "bodily injury", "property damage" or "personal injury" may be continuous or repeated exposure to substantially the same general harmful conditions.

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12. "Personal Injury" means injury or expense imposed upon a natural person, including consequential "bodily injury", arising out of an "occurrence".
13. "Policy Period" means the period set forth in the Declarations, or any shorter period arising as a result of cancellation of this policy.
14. "Pollutants" means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
15. "Property Damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, data including the media or form that data is stored on or within, is not tangible property.

16. "Suit" means any civil proceeding to which this insurance applies in which damages for "bodily injury", "property damage", or "personal injury" are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.