

Distinguished.

CRISIS MANAGEMENT

Distinguished Halo Policy

Active Assailant and
Deadly Weapons Insurance



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Declarations

1. **Named Insured:**
{Missing} and as stated in the attached schedule of Named Insureds (if applicable).
 2. **Principal Address:**
{Missing}
 3. **Period of Insurance:**
Inception: {Missing} Expiry: {Missing}
Retroactive Date (with respect to Section A): {Missing}
All days at 12:01 a.m. local standard time at the principal address.
 4. **Main Location of the Named Insured:**
{Missing}
including the schedule of **locations** (if applicable) as stated within the Named Insured's application form, attached herein and as kept on file with us.
 - 5.a. **Policy Limit of Liability and Aggregate:**
{Missing} each and every **loss occurrence** of a **deadly weapon event**.
{Missing} in the **aggregate**.
 - 5.b. **Sub-Limits of Liability:**
Except where expressly stated otherwise, the following Sub-Limits of liability are included within, not in addition to, the **Policy Limit of Liability and Aggregate** expressed in 5.a above:
 - (i) **Section C, 'Medical Expenses':**

USD 25,000 each **eligible person**, each and every **loss occurrence** of a **deadly weapon event**,
USD {Missing} in the **aggregate**.
 - (ii) **Section D, 'Accidental Death & Dismemberment':**

USD 50,000 each **eligible person**, each and every **loss occurrence** of a **deadly weapon event**,
USD {Missing} in the **aggregate**.
 - (iii) **Section E, 'Crisis Management Services':**
Included within **Policy Limit of Liability and Aggregate** expressed in 5.a above, except in respect of certain expense costs incurred solely at our discretion, as more fully described in Coverage of Section E, which are limited as below:
USD 250,000 each and every **loss occurrence** of a **deadly weapon event**,
USD 1,000,000 in the **aggregate**.
- Event responder fees** will be in addition to the **Policy Limit of Liability and Aggregate** expressed in 5.a above.

(iv) **Section F, 'Circumstance':**

Event responder fees will be in addition to the **Policy Limit of Liability and Aggregate** expressed in 5.a above.

(v) **Section G, 'Counselling Services':**

USD 250,000 each and every **loss occurrence** of a **deadly weapon event**, and
USD 15,000 each **insured person** and each of their **immediate family members**,
USD 1,000,000 in the **aggregate**.

(vi) **Section H, 'Funeral Expenses':**

USD 250,000 each and every **loss occurrence** of a **deadly weapon event**, and
USD 15,000 each deceased person,
USD 1,000,000 in the **aggregate**.

6. **Deductible:**

{Missing} each and every **loss occurrence** of a **deadly weapon event** except where expressly stated otherwise in the Deadly Weapon Protection Insurance Policy.

7. **Premium for Period of Insurance:**

{Missing} plus fee(s), surplus lines tax and all other taxes.

8. **Premium Payment Terms:**

Due within 45 days of the inception as per the Premium Payment Clause, LSW3001 amended, of the Deadly Weapon Protection Insurance Policy.

{Missing}

9. **Taxes Payable by Insured and Administered by Insurers:** None.

10. **Deadly Weapon Event(s) Notification:**

In accordance with General Policy Claims Conditions of the Deadly Weapon Protection Insurance Policy, notification to:

Event Responder:

CrisisRisk Strategies LLC
492 Old Sackett Road
Rockhill,
New York,
NY 12775
United States of America
Website: www.crisisrisk.com
Email: DWP@crisisrisk.com
24-hour/7-day Telephone Number: **860-677-3790**.

11. **Service of Suit Nominee:**

Lloyd's America Inc.
Attention: Legal Department
280 Park Avenue
East Tower, 25th Floor
New York
NY 10017
United States of America.

and/or delete as applicable

FLWA Service Corp. c/o Foley & Lardner LLP.
555 California Street
Suite 1700 San Francisco
CA 94104-1520
United States of America.

12. **Governing Law:** State of New York (or as per state of Named Insured).

13. **Law and Jurisdiction:**

Law: New York, United States of America

Jurisdiction: As determined by Service of Suit condition of the Deadly Weapon Protection Insurance Policy.

14. **Arbitration:**

Seat: New York, United States of America

Rules: As expressed in Arbitration condition of the Deadly Weapon Protection Insurance Policy.

15. **Insurer Contract Documentation:**

The Deadly Weapon Protection Insurance Declarations, the Deadly Weapon Protection Insurance Policy, all applicable endorsements, and the Deadly Weapon Protection Application Form shall constitute the entire agreement between us and the **Named Insured**.

16. This evidences that insurance has been placed with certain **Underwriters at Lloyd's of London**, further details as set forth below:

Distinguished Programs Crisis Management

100%

17. **Underwriter Signature:**

Signed on this day ____ of _____ 2026

Lead Underwriter

Deadly Weapons Protection Insurance Policy

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

What To Do Following a Deadly Weapon Event

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

Pre-Event Services We Have Made Available to You Under Your Policy

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

Resources currently available:

- Deadly weapon protection webinars – Access to regularly hosted webinars hosted by the event responder, addressing topical issues, emerging threats and preparedness/response strategies for violence.
- Deadly weapon post-underwriting consultation – A consultation with the event responder, offering you the opportunity to learn about the resources available to you during four deadly weapon event timeframes– before, imminent, during and after.
- Risk management resources:
 - Threat of Violence Questionnaire – A questionnaire to help assess your Violence Protection Program against best practices in the areas of: security, behavioral risk, incident response, people policies and procedures, and program frameworks. Upon your completion of the questionnaire, the event responder will provide a Threat of Violence Report to you that contains their quantitative and qualitative findings, as well as general recommendations for reduction of risk.

- Circumstance Endorsement education – Education to make you aware of a key trigger under the Policy that enables you to receive 24/7 assistance from the event responder when you are concerned a deadly weapon event may occur, helping you assess the threat level and potential next steps.
- Deadly Weapons Protection Portal – A one-stop portal to access the resources available under your Policy, organized under the three pillars of: Prevention, Response and Insurance. Resources include:
 - Sample planning templates, key policies, risk assessment tools for physical security, workplace violence hazards, and emerging threats, designed to assist you with risk identification, mitigation, response and compliance.
 - Case-studies, searchable by industry, on circumstances and deadly weapons events handled by the event responder.
 - Access to the event responder's 'Ask an Expert' feature.
- Workplace Violence Prevention Program Toolkit – A toolkit keyed to California SB 553, developed by the event responder to provide you with valuable knowledge and insight for building your workplace violence prevention program. Resources include:
 - How-to Instructional Guide
 - California SB 553 Inventory Checklist
 - Workplace Violence Prevention Plan Template
 - Employee Workplace Violence Prevention Program Handbook

Please read the General Policy Definitions section of this Policy.

To learn more about Distinguished Programs deadly weapon protection services, visit www.distinguished.com

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, present within an insured location, attempting or intending to kill or cause serious bodily injury, to a person or persons using a weapon,

Anyone who brandishes a weapon is an assailant.

Bodily Injury

Bodily injury means death, physical injury.

Brandished/Brandishes

Brandished/brandishes means an act of displaying a weapon in a menacing or aggressive fashion with the intent to cause fear, terror, or intimidation.

Business Services

Business services mean the rendering of services as performed by you within the location(s).

Communicable Disease

Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

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 or cause of loss.

Deadly Weapon Event

Deadly weapon event means any event involving an assailant where a weapon has been used or brandished within any of your location(s).

However, for the purpose of this insurance, injuries or death caused by:

1. the lawful actions of any person providing services to you or on your behalf in connection with your business, or of a member of any security services or individual acting in a security role, whether on your behalf or on behalf of a third party, or
2. a member of a police department when engaged in the line of duty, in the prevention or curtailment of (or attempt to prevent or curtail) a 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.

Retention

Retention means the dollar amount as stated in the declarations or in any endorsement attaching to this policy which you must bear uninsured and retain for your own account in the event of each and every loss occurrence or a deadly weapon event insured by this Policy.

Domestic Partner

Domestic partner means a person of the same or opposite sex who:

- a) is at least eighteen (18) years old and legally capable to enter into a contract;
- b) is not related by blood to the eligible person or insured person more closely than is permissible by marriage in the state of residence;
- c) is not married or legally separated;
- d) occupies the same residence as the eligible person or insured person;
- e) has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature;
- f) has entered into a domestic partnership agreement with the eligible person or insured person;
- g) has not been party to an action or proceeding for divorce or annulment within the last six (6) months, or has been a party to such an action or proceeding and at least six (6) months have elapsed since the date of the judgment terminating the marriage.

Eligible Person

Eligible person means:

- a) any insured person;
- b) any of your employees;

However, eligible person does not include:

- i. any person for cover under Sections C 'Medical Expenses' and D 'Deadly Weapon 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,
- ii. the assailant of any deadly weapon event.

Employee

Employee means any person or persons who provide services directly or indirectly to you or on your behalf, including, but not limited to a leased worker, a temporary worker, a statutory employee, a casual worker, a seasonal worker, a contractor, a subcontractor, an independent contractor, and any person or persons hired by, loaned to, or contracted by you or any of your contractors, subcontractors, or independent contractors.

Event Responder

Event responder means a United States-based risk management entity (as shown in the declarations) of qualified professionals that operates in crisis management, safety and security, emergency preparedness, disaster management and public safety consulting services, and who will respond to a qualifying event in order to provide assistance, guidance, and resources to you. The event responder operates in accordance with plans and protocols developed by us.

Event Responder Fees

Event responder fees means 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.

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 within 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 the legal boundaries of all of your locations which are owned or leased by you or are part of a joint venture where business services are rendered by you for your benefit, which you have an insurable interest in, and which have been listed in the application or Statement of Values 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 one or more deadly weapon events attributable to the same assailant, no matter how many times a weapon was brandished, fired or used within one or more insured location(s) within a period of 24 consecutive hours.

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 eligible to be 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 means certain underwriters at Lloyd's of London.

Weapon

Weapon means:

- a) Any portable or handheld device, instrument or substance which is used by the assailant in a manner to intentionally cause death or bodily injury; and/or
- b) Any road vehicle that is occupied and used by the assailant in a manner to intentionally cause death or bodily injury; and/or
- c) An explosive device used by the assailant in a manner to intentionally cause death or bodily injury.

You/Your

You are the Named Insured whose details are shown in the declarations.

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 within the location(s) that occurs on or after the retroactive date shown in the declarations, are first made against you during the period of insurance, and are reported to us in writing no later than ninety (90) days after the expiration of insurance.

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

Conditions (applicable to this Section):

1. Defense and Settlement of Claims

- a) We shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Section and of Policy to which it forms a part:
 - i. 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
 - ii. any claim in the form of a regulatory proceeding.Defense counsel shall be chosen and appointed solely at our own discretion.
- b) With respect to any claim against you seeking damages which are payable under the terms of this Section, we will pay claims expenses incurred with our prior written consent. The limit of liability available to pay damages shall be reduced and may be completely exhausted by payment of claims expenses. Damages and claims expenses shall be applied against each retention payable by you. You agree to be bound by the recommendations of the event responder which may result in you incurring claims expenses that fall within the retention. However, you will not be responsible for any event responder fees incurred as a result of any deadly weapon event insured by this Policy.
- c) If you refuse to consent to any settlement or compromise recommended by us and acceptable to the claimant and you elect to contest the claim, our liability for any damages, penalties and claims expenses shall not exceed the amount for which the claim could have been settled less the remaining retention plus the claims expenses incurred up to the time of such refusal or the applicable limit of liability, whichever is less; and we shall have the right to withdraw from further defense of the claim by tendering control of said defense to you. The portion of any proposed settlement or compromise that requires you to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity, or is attributable to future royalties or other amounts that are not damages, shall not be considered in determining the amount for which a **claim** could have been settled.

2. Due Diligence

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

Exclusions (applicable to this Section):

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

- a) Injury or death to any person or persons who provide services directly or indirectly to you or on your behalf in connection with your business This includes but is not limited to leased, temporary, statutory, seasonal, or borrowed employees, a contractor, subcontractor, independent contractor and any person or persons hired by, loaned to, or contracted by you or any of your contractors, subcontractors or independent contractors. This further includes medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff.
- b) Any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.
- c) Loss, injury or damage arising out of employment related claims, of any type, including but not limited to employee claims of wrongful termination of employment, discrimination, harassment, false arrest, slander, invasion of privacy, assault or battery, mental injury or mental anguish or humiliation when asserted in connection with an employment related claim.
- d) Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by your directors or officers, individually or collectively, in the discharge of their duties solely in their capacity as directors or officers.
- e) Euthanasia, mercy killing(s), and suicide.
- f) Any claim or claims made by, or on behalf of, any assailant.
- g) Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual bodily injury has occurred to the claimant.
- h) Any affiliate, subsidiary or joint venture insured under this insurance making a claim or claims against any other affiliate, subsidiary or joint venture insured under this Policy.
- i) Loss, injury or damage arising from goods or products which you have designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed.
- j) Any liability arising out of property damage.
- k) Fines, penalties, punitive damages, exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- l) Any deadly weapon event that occurs within an insured location(s) with 500 attendees over the duration of the event, except with our prior written agreement. Upon notification of any such event, we may, at our discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Definitions (applicable to this Section):

1. **Claim(s)** means a written demand received by you for bodily injury to an insured person(s) for damages covered by this Section
2. **Claims expenses** means all reasonable and necessary fees, costs and expenses incurred at our direction or the event responder resulting from the investigation, adjustment, appraisal, defense or appeal of a, claim, suit or proceeding relating to a claim regardless of ultimate determination of liability. Claims expenses do not include the salaries, expenses, overheads or other charges you incur for any time spent in cooperating in the defense, settlement and investigation of any claim.
3. **Claims made and reported basis** means that, subject to the terms and conditions of this Section and of the Policy to which it forms a part, the coverage provided by this Section only covers claims first made against you or a deadly weapon event which could reasonably be expected to give rise to a claim during the period of insurance and reported to us in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration of this insurance.
4. **Damages** mean a monetary judgment, monetary award or monetary settlement made with our written approval. Except, however, that damages shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
5. **Directors or officers** mean any of **your** partner(s), executive officer(s), administrator(s), member(s) which are a not-for-profit corporation, stockholder or member of **your** board of directors, trustees or governors.
6. **Euthanasia**. Voluntary **euthanasia** is **euthanasia** conducted with the consent of the person and non-voluntary **euthanasia** is **euthanasia** conducted where the consent of the person is unavailable.
7. **Mercy killing(s)** means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to passive **mercy killing(s)** where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.
8. **Property damage** means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.
9. **Retroactive date** means the date on or after which any **claim** from a **deadly weapon event** can be reported in order for coverage under this Section to be triggered.
10. **Suicide** means the act of intentionally killing or attempting to kill oneself.

Limit of Insurance:

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

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

Section B – Property Damage

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

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

Coverage:

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

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

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

There shall be no abandonment to us of any property.

Conditions (applicable to this Section):

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:
 - a) Buildings, structures or detached outbuildings situated within the location(s), including:
 - i. Completed additions;
 - ii. Permanently installed machinery, equipment, and heating boilers;
 - iii. Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
 - iv. Floor coverings;
 - v. Glass, wall mirrors, and sanitary ware.
 - b) Business personal property owned by the you, which is of a type not excluded, whilst situated within

the location(s), including:

- i. Furniture and fixtures;
 - ii. Machinery and equipment not included in 5.1.B. above, electronic data processing equipment and computers; electronic data processing media;
 - iii. Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 5.1.C. above;
 - iv. Stock and tools of the trade.
- c) Personal property of others which is in your care, custody and control and personal property of others which you are responsible to insure, which is of a type not excluded, whilst situated within the location(s).
- d) At your option, personal property of any eligible person, which is of a type not excluded, whilst situated within the location(s).

6. Sanitary ware means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.

7. Stock means merchandise held within the location(s) for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

Limit of Insurance:

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

Retention:

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

Section C – Medical Expenses

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

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

Coverage:

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

Conditions (applicable to this Section):

1. Physical Examination

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

2. Proof of Loss

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

Exclusions (applicable to this Section):

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

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

Definitions (applicable to this Section):

1. Medical Expenses mean the reasonable cost of medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites, and any emergency transportation to hospital. However, medical expenses will not include expenses:
 - a. for services or treatment rendered by any person who is:
 - i. employed or retained by you;
 - ii. living in the eligible person's household;
 - iii. an immediate family member of either the eligible person or the eligible persons' spouse;
 - iv. the eligible person himself/herself.
 - b. for rest cures, sanatorial or custodial care or period of quarantine or isolation;
 - c. for cosmetic or plastic surgery unless necessitated by an identifiable physical injury caused by a deadly weapon event
 - d. for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of an identifiable physical injury caused by a deadly weapon event;

- e. for general health examinations and examinations for check-up purposes not incidental to, or relating to, an identifiable physical injury caused by a deadly weapon event
- f. for any disability or condition, whether or not aggravated by a deadly weapon event, which originated prior to the effective date of this Insurance or of the eligible person(s)' inclusion hereunder until a period of one hundred and eighty (180) consecutive days has elapsed during which the eligible person has neither received nor required any treatment for the said disability or condition;
- g. incurred more than twelve (12) months after the eligible person sustained an identifiable physical injury caused by a deadly weapon event;
- h. which are more specifically insured under any other Section of this Policy.

Limit of Insurance:

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

Retention:

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

Section D – Deadly Weapon Death & Dismemberment

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

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

Coverage:

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

Conditions (applicable to this Section):

1. Payment of Claims

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

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

2. Physical Examination and Autopsy

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

3. Proof of Loss

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

Exclusions (applicable to this Section):

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

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

Definitions (applicable to this Section):

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

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

Limit of Insurance:

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

Each Eligible Person Maximum Limit: USD 50,000; (applies to all coverage provided by this Section to any one eligible person for any covered loss or covered injury sustained in any one deadly weapon event)

Aggregate Maximum Limit: USD the amount as shown in the declarations; (applies to all coverage provided by this Section during the period of insurance).

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

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

Retention:

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

Section E – Crisis Management Services

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

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

Coverage:

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

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

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

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

Definition (applicable to this Section):

1. Crisis management services mean the following services:

Retention of Services

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

Crisis Response

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

- a) Pre-Claim Investigation and Legal

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

- b) Crisis Management Support

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

- c) Temporary Security Measures

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

Limit of Insurance:

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

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

Retention:

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

Section F – Circumstance

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

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

Coverage:

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

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

Definition (applicable to this Section):

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

Limit of Insurance:

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

Retention:

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

Section G – Counselling Services

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

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

Coverage:

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

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

Important Notice:

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

Definition (applicable to this Section):

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

Limit of Insurance:

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

Retention:

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

Section H – Funeral Expenses

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

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

Coverage:

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

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

Definition (applicable to this Section):

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

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

Limit of Insurance:

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

Retention:

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

General Policy Exclusions

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

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

1.
 - 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;
2. Loss of market, loss of use, loss of income, or any **consequential loss**.
3. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
4. Criminal, dishonest, fraudulent or malicious conduct committed by **you**.
5. 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.
6.
 - 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.
7. Your recklessness or deliberate misconduct.

8. Any pollutant or contaminant however such pollutant or contaminant may have been introduced or arisen. This exclusion does not, however, apply to a substance when used in conjunction with a deadly weapon event, or to any biological cleaning or sanitizing in consequence of a deadly weapon event, but in no event will this Policy insure against any liability, loss, cost or expense of, or in connection with, decontamination or removal from any water, soil, or air of any pollutant or contaminant.
9. Strikes, labor unrest, riots or civil commotion.
10. 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.
11. The transmission or alleged transmission of a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.
In no event will this Policy insure against any liability, loss, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a communicable disease.
12. Swatting and any other fictitious event or hoax

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 forty-five (45) days of inception of this contract in order to meet our Premium Payment terms (or, in respect of instalment premiums, when due).

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

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

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

3. New Locations

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

4. Assignment

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

5. Inspection

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

6. Change in Conditions

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

7. Multiple Insureds

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

8. Cancellation

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

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

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

9. Interpretation of terms

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

10. Arbitration

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

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

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

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

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

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

11. Fraud

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

12. Subrogation

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

13. Salvage and Recoveries

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

14. Law and Jurisdiction

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

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

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

15. Onus of Proof

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

16. Service of Suit

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

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

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

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

17. Joint Venture(s)

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

18. Other Insurance Clause

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

19. Loss Fund Establishment

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

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

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

20. Sanction Limitation and Exclusion Clause

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

21. Several Liability Notice

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

General Policy Claims Conditions

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

1. Notice, Reporting and Proof of Loss

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

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

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

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

Any claim, or any circumstance which could reasonably be expected to give rise to a claim, shall be considered to be reported to us when notice is first given to us at crisismanagementclaims@distinguished.com, or the event responder as above.

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

2. Assistance and Cooperation

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

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

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

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

Lloyd's Privacy Policy Statement

UNDERWRITERS AT LLOYD'S, LONDON

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

INFORMATION WE COLLECT

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

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

INFORMATION WE DISCLOSE

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

CONFIDENTIALITY AND SECURITY

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

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

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

CONTACTING US

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

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Policyholder Disclosure Notice of Terrorism Insurance Coverage

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

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

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

Policyholder/Applicant's Signature

Print Name: _____

Date: _____

Syndicate on behalf of certain underwriters at Lloyd's

Policy Number: _____

09 January 2020

LMA9185

Form approved by Lloyd's Market Association