

**VOLUNTARY EXCESS PERSONAL LIABILITY NOTICE OF INSURANCE  
UNDERWRITTEN BY CERTAIN UNDERWRITERS AT LLOYD'S, LONDON  
NATIONAL RIFLE ASSOCIATION OF AMERICA**

Certain Underwriters at Lloyd's, London having issued a Master Policy NO: POP100 ("Underwriters" the "Master Policy") to the National Rifle Association of America, hereby certify that the person listed in the Schedule of Insurance attached and made part hereof (the "Individual Insured Member"), and as named in the application for coverage under the Master Policy, is insured under the Master Policy subject to all the terms, exclusions, conditions and provisions of the Master Policy and any amendments thereto.

The benefits described herein and the limits of liability as shown on the attached Schedule of Insurance shall be payable subject to the maximum benefits, exclusions, conditions, provisions, limitations and other terms of the Master Policy. The Master Policy alone constitutes the only agreement under which payments are made.

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

The following coverage details are those shown in the Master Policy as applicable to the Voluntary Excess Personal Liability insurance afforded to the "Individual Insured Member". The original of the Master Policy may be inspected at the offices of the National Rifle Association.

**INSURING AGREEMENTS**

**1. A. COVERAGE.**

Underwriters will pay on behalf of the "Individual Insured Member" all sums within the LIMIT OF LIABILITY set forth under Insuring Agreement 1. C. which the "Individual Insured Member" shall become legally obligated to pay as "damages", excess over and above any other valid and collectible insurance, because of

(i) "bodily injury"

or

(ii) "property damage"

caused by an "occurrence" and arising out of use by the "Individual Insured Member" of a "firearm", airgun, bow and arrow or trapping equipment, but only while engaged in the following activities:

(i) Hunting or trapping on public or private land;

(ii) Shooting at competitions or for recreation at Hunt Clubs, Gun Clubs or supervised commercial or private "ranges".

**B. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS.**

With respect to any "occurrence" covered under this policy, but not covered under any other valid and collectible insurance, Underwriters shall:

(i) defend any suit against the "Individual Insured Member" alleging such "bodily injury" or "property damage" and seeking "damages" on account thereof, even if such suit is groundless, false or fraudulent; but Underwriters shall have the right to make such investigation and negotiate and settle any claim or suit as may be deemed expedient by Underwriters;

(ii) pay as expenses all premiums on bonds to release attachments for an amount not in excess of the LIMITS OF LIABILITY of this policy, all premiums on appeal bonds required in any such defended suit, (but without any obligation to apply for or furnish such bonds), all costs taxed against the "Individual Insured Member" in any such suit, all other expenses incurred by Underwriters and all interest accruing after entry of judgment, until Underwriters have paid, tendered or deposited in court that part of such judgment as does not exceed the LIMITS OF LIABILITY for "damages" as set forth in Insuring Agreement 1.C.;

(iii) reimburse the "Individual Insured Member" for all reasonable expenses, other than loss of earnings, incurred at Underwriters' request in assisting Underwriters in the investigation or defense of any claim or suit.

Underwriters agree to pay the expenses incurred under this Insuring Agreement 1. B. in addition to the LIMITS OF LIABILITY stated herein; and such expenses shall not be included as part of "damages" as defined in this policy.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by any other valid or collectible insurance.

**C. LIMITS OF LIABILITY.**

The limits of Underwriters' liability to each "Individual Insured Member" shall be as stated in the Schedule attached to the Notice of Insurance issued to the "Individual Insured

Member”, subject to the terms, limitations, exclusions and conditions of this policy.

The LIMITS OF LIABILITY stated in the Schedule shall be the limits of Underwriters’ liability to the “Individual Insured Member” for all “damages” as the result of any one “occurrence” and in all during any annual period of the “Individual Insured Member’s” coverage as set forth in the Schedule regardless of the number of claimants.

The LIMITS OF LIABILITY afforded under this policy to each “Individual Insured Member” are, as more fully explained in the OTHER INSURANCE provision under Insuring Agreement 7. B., excess of any other valid and collectible insurance available to the “Individual Insured Member”. Underwriters shall be liable only for the “damages” in excess of the amount payable under any other valid and collectible insurance.

With respect to an “occurrence” covered under this policy, but not covered under any other valid and collectible insurance, Underwriters shall be liable as if this policy is primary insurance, subject to the terms, limitations, exclusions and conditions of this policy.

## 2. POLICY TERRITORY.

This policy applies only to “occurrences” happening during the “Individual Insured Member’s” coverage period in the United States of America, its territories and possessions, Puerto Rico, Virgin Islands and Canada.

## 3. POLICY PERIOD.

The period set forth as the “Individual Insured Member’s” specific coverage period in the Schedule attached to the Notice of Insurance issued to the “Individual Insured Member”.

## 4. EXCLUSIONS

This policy shall not apply to:

A. “Bodily injury” or “property damage” caused in any manner by a person, including members, residents and occupants of the “Individual Insured Member’s” household, other than the “Individual Insured Member”.

B. Claims for “bodily injury” or “property damage” made against the “Individual Insured Member” by:

(i) the “Individual Insured Member’s” spouse.

(ii) any member, resident or occupant of the “Individual Insured Member’s” household.

C. “Bodily injury” to an employee of the “Individual Insured Member” arising out of and in the course of

his/her employment by the “Individual Insured Member”, including any obligation to indemnify another in whole or in part for such “bodily injury”.

D. Any obligation for which the “Individual Insured Member” or any company as his insurer may be held liable under any Workers’ Compensation, unemployment compensation, or disability benefits law or any similar law.

E. Any claim or liability arising out of the “Individual Insured Member’s” employment, occupation, profession, trade or work.

F. The rendering of or failing to render any professional service.

G. Any and all vicarious liability of an “Individual Named Insured Member”.

H. Liability assumed by the “Individual Insured Member” under any contract or agreement.

I. “Bodily injury” or “property damage” arising out of the ownership, maintenance, operation, use, loading or unloading of:

(i) any “aircraft”.

(ii) any “automobile”.

(iii) any “watercraft”.

J. “Bodily injury” or “property damage” arising directly or indirectly from a loaded “firearm” being transported in an “automobile”, “watercraft” or “aircraft”.

K. “Property damage” to:

(i) property owned by or occupied by or rented to the “Individual Insured Member”;

(ii) property used by the “Individual Insured Member”;

(iii) property in the care, custody or control of the “Individual Insured Member” or as to property over which the “Individual Insured Member” is for any purpose exercising physical control.

L. “Bodily injury” or “property damage” caused directly or indirectly by the explosion or rupture of cartridges or shotgun shells which have been manufactured, produced, assembled, loaded or reloaded by the “Individual Insured Member”.

M. “Bodily injury” or “property damage” intentionally caused by or at the direction of the “Individual Insured Member”.

N. “Bodily injury” or “property damage” arising from loading or unloading a “firearm” except while engaged in hunting, trapping or shooting at competitions or for recreation at Hunt Clubs, Gun Clubs or “ranges”.

O. “Bodily injury” or “property damage” arising out of any actual or alleged criminal activity or caused by or during any actual or alleged criminal act of the “Individual Insured Member”.

P. Any claim arising out of the performance of a criminal act or caused by an “Individual Insured Member” while under the influence of alcohol, intoxicants, narcotics or any other mind-altering

substance, as defined by applicable local, state or federal laws.

Q. Any payment in the nature of fines, judicial sanctions, penalties, punitive and/or exemplary damages or multiples of compensatory damages.

R. Any claim arising from lead, any product containing lead, lead poisoning or any related disease, lead contamination of ground or water, or inhalation or ingestion of lead. This exclusion includes any request, demand or liability to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize lead, whether or not any of the foregoing are or should be performed by the "Individual Insured Member" or by others.

#### S. Pollution

- (i) any claim relating to the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants" however caused or whenever or wherever happening.
- (ii) any request, demand or liability to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", whether or not any of the foregoing are or should be performed by the "Individual Insured Member" or by others.

"Pollutants" means any electromagnetic transmission or fields, or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and wastes, including medical waste. Waste also includes materials to be recycled, reconditioned or reclaimed.

T. Any liability of the "Individual Insured Member" directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

U. Occurrences described in the attached Nuclear Incident Exclusion Clause – Liability – Direct (Broad) NMA 1256 – Radioactive Contamination Exclusion Clause Liability – Direct NMA 1477.

## 5. DEFINITIONS

A. "Individual Insured Member" shall be the member named in the Schedule attached to the Notice of Insurance issued to the "Individual Insured Member" who shall be at the inception of coverage and any renewals thereof a full member or life member in good standing of the National Rifle Association who is aged 18 years or over and whose name appears on the National Rifle Association of America membership list and whose membership dues have been received by the National Rifle Association of America and the premium due for this coverage shall have been paid at the inception date of this policy or any renewal thereof. Should the "Individual Insured

Member's" National Rifle Association membership expire during the period of coverage set forth in the attached Schedule or in the event of CANCELLATION pursuant to Insuring Agreement 6.F., coverage under this policy will continue until the end of the coverage period but cannot be renewed unless NRA membership is re-established.

B. "Bodily injury" shall mean bodily injury, sickness or disease sustained by a person which occurs during the policy period, including death at any time resulting therefrom.

C. "Property damage" shall mean physical injury to or destruction of tangible property during the policy period, including 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.

D. "Damages" shall mean the total sum which the "Individual Insured Member" becomes legally obligated to pay as damages, whether by reason of adjudication or settlement, because of "bodily injury" or "property damage" covered by this policy but not covered by any other valid and collectible insurance; and shall not include expenses incurred by Underwriters in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages.

E. "Occurrence" shall mean an accident, including continuous or repeated exposure to conditions, which results in "bodily injury" and/or "property damage" neither expected nor intended from the standpoint of the "Individual Insured Member". All "bodily injury" and/or "property damage" arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

F. "Firearm" shall mean a weapon, other than a fully automatic weapon, from which a projectile is discharged by gunpowder or by pressure of compressed air.

G. "Ranges" shall mean permanently established shooting ranges supervised while in use at all times by a range manager.

H. "Aircraft" shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

I. "Automobile" shall mean any land vehicle, trailer or semi-trailer designed for travel (including any machinery or apparatus attached thereto).

J. "Watercraft" shall mean any boat, craft, float, raft, ship or vessel designed to transport persons or property on or under water.

## 6. CONDITIONS

### A. NOTICE OF OCCURRENCE AND/OR CLAIM

Whenever it appears that an "occurrence" is likely to involve this policy, the "Individual Insured Member" shall send written notice thereof to NRA Endorsed Insurance Program, c/o Lockton Risk Services, Inc.,

P. O. Box 410679, Kansas City, MO, 64141. Such notice shall contain particulars sufficient to identify the "Individual Insured Member" and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and, if available, witnesses.

The "Individual Insured Member" shall give immediate notice of any claim made on account of such occurrence to the NRA Endorsed Insurance Program. If legal proceedings are begun, the "Individual Insured Member" shall forward to the Underwriters or their representatives each paper thereon, or a copy thereof, received by the "Individual Insured Member" or the "Individual Insured Member's" representatives, together with copies of reports of investigation made by the "Individual Insured Member" with respect to such claim proceedings.

#### B. OTHER INSURANCE.

If other valid and collectible insurance with any other insurer is available to the "Individual Insured Member" covering a claim also covered by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Notwithstanding an "other insurance" provision contained in any other valid and collectible insurance available to the "Individual Insured Member", the "other insurance" provision contained herein is controlling, and the Underwriters shall not make any payments under the insurance afforded by this policy until the limits of the "Individual Insured Member's" other insurance have been exhausted. Subject to the preceding, the insurance afforded by this policy is in excess of and shall not contribute with any other valid and collectible insurance which has been specifically contracted for by the "Individual Insured Member" or under any policy in which the "Individual Insured Member" is a Named or an Additional Insured. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of the other insurances.

#### C. APPEALS.

In the event the "Individual Insured Member" or the "Individual Insured Member's" other insurers elect not to appeal a judgment in excess of the other valid and collectible insurance limits, Underwriters may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Underwriters for "damages" exceed the amount set forth in the Schedule attached to the Notice of Insurance issued to the "Individual Insured Member" for any one occurrence and in addition the cost and expense of such appeal.

#### D. SUBROGATION

Inasmuch as this policy is excess coverage, the "Individual Insured Member's" right of recovery against any person or other entity cannot be exclusively subrogated to Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, Underwriters will act in concert with all other concerned interests (including the "Individual Insured Member"), in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the "Individual Insured Member") that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the "Individual Insured Member") of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the concerned interests (including the "Individual Insured Member"), in the ratio of their respective recoveries as finally settled.

#### E. ASSIGNMENT.

Assignment of interest under this policy shall not bind Underwriters until their consent is endorsed thereon.

#### F. CANCELLATION OF INSURANCE.

This policy may be cancelled by surrender to Underwriters or any of its authorized agents, or by mailing to Underwriters or any of its authorized agents, written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by Underwriters by mailing to the "Individual Insured Member" at the address shown in the policy, written notice stating when, but not less than ninety (90) days thereafter, but ten (10) days for non-payment of premium, such cancellation shall be effective. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by Underwriters shall be equivalent to mailing. If Underwriters cancel, earned premiums shall be computed pro rata. If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedures.

Payment or tender of any unearned premium by Underwriters shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. The check of Underwriters or its representatives mailed or delivered shall be sufficient tender of any refund due the "Individual Insured Member".

**G. SERVICE OF SUIT CLAUSE.**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the National Rifle Association, will 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 Underwriters' 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 Mendes and Mount LLP, 750 7<sup>th</sup> Avenue, New York, N.Y. 10019-6829, and that in any suit instituted against any one of them upon contract, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the assured to give a written undertaking to the assured that they will enter a general appearance upon Underwriters' 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, Underwriters 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 behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**U.S.A.**

**NUCLEAR INCIDENT EXCLUSION CLAUSE-  
LIABILITY-DIRECT (BROAD)**

(Approved by Certain Underwriters at Lloyd's, London)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone: - Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or

Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy\* does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

A. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

B. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

A. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

B. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

C. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or

equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement: “**hazardous properties**” include radioactive, toxic or explosive properties; “**nuclear material**” means source material, special nuclear material or byproduct material; “**source material**”, “**special nuclear material**”, and “**byproduct material**” have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; “**spent fuel**” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; “**waste**” means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; “**nuclear facility**” means

- A. any nuclear reactor,
- B. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- C. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; “**nuclear reactor**” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word “**injury**” or “**destruction**” includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the

contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\*NOTE: - As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

**17/3/60**  
N.M.A. 1256

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**RADIOACTIVE CONTAMINATION  
EXCLUSION CLAUSE – LIABILITY –  
DIRECT**

(Approved by Certain Underwriters at Lloyd’s, London)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause – Liability – Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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