

## AMENDMENT TO VOLUNTARY EXCESS PERSONAL LIABILITY NOTICE OF INSURANCE Self Defense Coverage

This amendment to the Voluntary Excess Personal Liability Notice of Insurance is to notify the "Individual Insured Member" of the National Rifle Association of America named in the Schedule that, in consideration of the additional premium shown in the Schedule, the "Individual Insured Member" is afforded the additional coverage as described in this Amendment. Coverage under this Amendment is subject to Master Policy POP 100 (the "Master Policy") as evidenced in the Notice of Insurance. Other than as set forth below, all terms, exclusions, conditions, provisions, and limitations of Master Policy POP 100 in the Notice of Insurance shall remain unchanged. Terms that are defined in the Master Policy when used herein shall have the meaning given them in the Master Policy.

### ADDITIONAL INSURING AGREEMENTS

#### 7. A. LEGALLY POSSESSED FIREARM: COVERAGE.

Underwriters will pay on behalf of the "Individual Insured Member" all sums within the LIMITS OF LIABILITY set forth under Insuring Agreement **1. C.** in the Notice of Insurance, 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 the use of a "legally possessed firearm" by the "Individual Insured Member" while engaged in an "act of self defense".

#### B. LEGALLY POSSESSED FIREARM: DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS.

With respect to any "act of self defense" 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 a settlement of 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, and all other expenses incurred by Underwriters including 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 **7. C.**;
- (iii) Reimburse the "Individual Insured Member" for all reasonable expenses, other than loss of earnings, incurred at Underwriter's request in assisting Underwriters in the investigation or defense of any claim or suit.

Underwriters agree to pay the expenses incurred under Insuring Agreement **7. 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.

Underwriters shall not defend the "Individual Insured Member" nor be obligated to pay for costs and expenses incurred in the defense of any criminal proceeding against the "Individual Insured Member" under Insuring Agreements **7.A.** and **B.**

Underwriter's obligation to defend suits and pay any "damages" under Insuring Agreements **7.A.** and **B.** shall terminate upon the "Individual Insured Members" conviction of any criminal charge emanating from the "Individual Insured Members" use of a "firearm".

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

### **C. LEGALLY POSSESSED FIREARM: LIMITS OF LIABILITY**

The limits of Underwriter's 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 Underwriter's liability to the "Individual Insured Member" for all "damages" as the result of any one "act of self defense" 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 provisions under Insuring Agreement **6. 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 "act of self defense" 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.

### **8. CRIMINAL DEFENSE COSTS AND EXPENSE REIMBURSEMENT.**

With respect to any "act of self defense" covered under Insuring Agreement **7. A** of this policy for which the "Individual Insured Member" is criminally charged with a crime involving a "legally possessed firearm" to which the "Individual Insured Member" pleads not guilty by reason of an "act of self defense" and said criminal charge is dismissed or the "Individual Insured Member" is acquitted due to an "act of self defense", Underwriters have no obligation to provide a defense to the criminal charge; but Underwriters will reimburse the "Individual Insured Member" for the reasonable costs and expenses of his/her defense up to a maximum of \$50,000 for any one and all criminal charges in excess of any other valid and collectible insurance only if all criminal charges are dismissed or the "Individual Insured Member" is acquitted of all criminal charges. However; grand jury or pre-indictment investigation which requires the insured to retain counsel and which results in favor of the insured

whether by a verdict of not guilty, a formal dismissal of the criminal charge or indictment, or a declaration from the prosecuting attorney(s) that he or she does not intend to prosecute, (often referred to as *nolle prosequi*), the insured, would apply as if all charges were acquitted. In order to obtain reimbursement of reasonable costs and expenses of his/her defense, all charges related to the insured's alleged violation should be addressed and dismissed or *nolle prosequi*.

All criminal defense costs and expenses reimbursed by Underwriters reduce the "Individual Insured Member's" LIMITS OF LIABILITY set forth in the Schedule attached to the Notice of Insurance issued to the "Individual Insured Member" and shall be included as part of "damages" as defined in this policy.

### **9. ADDITIONAL EXCLUSIONS**

In addition to the Exclusions set forth in the Master Policy and evidenced in the Notice of Insurance, coverage afforded under this Amendment shall not apply to:

**V.** "Bodily injury" or "property damage" arising from a paint gun competition.

### **10. ADDITIONAL DEFINITIONS.**

In addition to the Definitions set forth in the Master Policy and evidenced in the Notice of Insurance, coverage under this Amendment shall be subject to the following Definitions

**K.** Solely with respect to CRIMINAL DEFENSE COSTS AND EXPENSE REIMBURSEMENT pursuant to Insuring Agreement **8.**, "damages" includes the maximum criminal defense cost and expense reimbursement amount of \$50,000 any one and all criminal charges.

**L.** "Legally possessed firearm" shall mean a "firearm" possessed by the "Individual Insured Member" in accordance with any applicable local, state or federal laws of the state or jurisdiction within which the "bodily injury" or "property damage" occurs.

**M.** "Act of self defense" shall mean the act of defending one's person, or other persons who may be threatened, or one's property by the actual or threatened use of a "legally possessed firearm" as may be authorized by any applicable local, state or federal laws of the state or jurisdiction within which the "bodily injury" or "property damage"

occurs. "Act of self defense" includes the rendering of emergency assistance solely at the request of a uniformed law enforcement officer.

**11. DELETION**

**A.** Only with respect to the additional coverage afforded under this Amendment, EXCLUSION **M.** in the Notice of Insurance ("bodily injury" or "property damage" intentionally caused by or at the direction of the "Individual Insured Member") is deleted.