

USCCA SELF-DEFENSE SHIELD MEMBERSHIP BENEFIT

# Self-Defense Liability Coverage Form



SILVER

**\$300,000**

in Self-Defense SHIELD Protection

**\$13/MONTH**

\$147/YEAR

**\$250,000**

Civil Suit Defense And Damages

**\$50,000**

Criminal Defense Protection  
Up-Front Attorney Retainer

**\$2,500 / \$25,000**

Up-Front Bail Bond Funding\*

**\$250 / day**

Compensation While In Civil Court

**\$2,000**

Personal Hardship Coverage\*

**\$2,000**

Psychological Support\*



GOLD

**\$600,000**

in Self-Defense SHIELD Protection

**\$22/MONTH**

\$247/YEAR

**\$500,000**

Civil Suit Defense And Damages

**\$100,000**

Criminal Defense Protection  
Up-Front Attorney Retainer

**\$5,000 / \$50,000**

Up-Front Bail Bond Funding\*

**\$350 / day**

Compensation While In Civil Court

**\$3,000**

Personal Hardship Coverage\*

**\$3,000**

Psychological Support\*



PLATINUM

**\$1,150,000**

in Self-Defense SHIELD Protection

**\$30/MONTH**

\$347/YEAR

**\$1,000,000**

Civil Suit Defense And Damages

**\$150,000**

Criminal Defense Protection  
Up-Front Attorney Retainer

**\$25,000 / \$250,000**

Up-Front Bail Bond Funding\*

**\$500 / day**

Compensation While In Civil Court

**\$4,000**

Personal Hardship Coverage\*

**\$4,000**

Psychological Support\*



ELITE

**\$2,250,000**

in Self-Defense SHIELD Protection

**\$47/MONTH**

\$497/YEAR

**\$2,000,000**

Civil Suit Defense And Damages

**\$250,000**

Criminal Defense Protection  
Up-Front Attorney Retainer

**\$50,000 / \$500,000**

Up-Front Bail Bond Funding\*

**\$750 / day**

Compensation While In Civil Court

**\$6,000**

Personal Hardship Coverage\*

**\$6,000**

Psychological Support\*

Delta Defense, LLC is identified as the policy holder on the declarations page. All insurance-backed membership benefits are subject to membership level occurrence limits. Limits are per occurrence, as stated in the Firearm Liability Declaration.

## USCCA, Inc. Self-Defense Liability Coverage for Members

The Self-Defense SHIELD consists of an insurance policy owned by Delta Defense, LLC that designates the USCCA members as insureds. No individual underwriting is required. Delta Defense, LLC owns and pays for the policy while YOU, as a USCCA member, automatically get the benefits. This liability policy is issued by United Specialty Insurance Company, a subsidiary of State National Companies, Inc. State National Companies currently writes over \$600 million in premiums. United Specialty Insurance Company is rated 'A' by A.M. Best.

\* Subject to criminal defense occurrence limit

# SELF-DEFENSE LIABILITY COVERAGE FORM

## COVERAGE IS CLAIMS-MADE COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the insured and any other person or organization qualifying as an insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

### SECTION I – COVERAGES

#### BODILY INJURY, PROPERTY DAMAGE LIABILITY AND DEFENSE PAYMENTS AND EXPENSES COVERAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay on behalf of the insured "damages", in excess of the Each Claim Retention Amount subject to the Annual Aggregate Retention Amount stated in the Declarations, because of "bodily injury" or "property damage" arising out of:

- (1) An "act of self-defense"; or
- (2) "Covered legal liability" arising out of a non-insured's use of a stolen:
  - (a) "Safeguarded firearm"; or
  - (b) Firearm from a "secured location"; or
  - (c) Firearm from a "secured auto"; or
  - (d) Firearm taken from the "personal possession" of the insured arising out of a robbery.

The insurance provided in item 1.a. (2) above applies only if the theft of the firearm is promptly reported to the proper authorities upon discovery.

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

- (1) The amount we will pay for "damages" is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend ends:
  - (a) When we have used up the applicable occurrence and covered legal liability limit of insurance in the payment of costs and expenses incurred in the investigation, settlement or defense of any "suit"; or
  - (b) With the insured's "conviction" of any criminal charge(s) caused by or arising out of:
    - i. The insured's use of a firearm or other weapon related to the "occurrence" or
    - ii. The "covered legal liability" for which coverage under this insurance is being sought.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Payments and Expenses.

c. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" did not occur before that date which the insured's membership in the United States Concealed Carry Association, Inc. commenced; and
- (2) The "bodily injury" or "property damage" is caused by an "occurrence" or arises due to an incident involving a "covered legal liability" that takes place in the "coverage territory"; and
- (3) The "bodily injury" or "property damage" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period; and
- (4) A claim for "damages" because of the "bodily injury" or "property damage" is first made against any insured, in accordance with paragraph d. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

d. A claim by a person or organization seeking "damages" will be deemed to have been made when notice of such claim is received and recorded by the "policyholder" or by us, whichever comes first.

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

All claims for "damages" because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

## 2. Exclusions

This insurance does not apply to:

### a. Criminal Acts

"Bodily injury" or "property damage" arising out of a criminal act by any insured or caused by or during any criminal act of any insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from an "act of self-defense".

### b. Contractual Liability

"Bodily injury" or "property damage" for which any insured is obligated to pay "damages" due to the assumption of liability in a contract or agreement.

### c. Employer's Liability

(1) "Bodily injury" to an "employee" of any insured arising out of and in the course of:

- (a) Employment by any insured; or
- (b) Performing duties related to the conduct of the insured's business.

(2) "Property damage" to any property of an "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business.

### d. Non-Insureds

The use of a firearm or other weapon by anyone other than an insured except as specifically stated in Section I – Coverages item 1.a.(2).

### e. Professional Services

(1) "Bodily injury" or "property damage" due to the rendering of or failure to render any professional service; or

(2) The negligent:

- (a) Employment;
- (b) Investigation;
- (c) Supervision; or
- (d) Retention;

of any professional for whom any insured is or ever was legally responsible.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" or the incident arising from a "covered legal liability" which caused the "bodily injury" or "property damage" involved any professional service.

### f. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

### g. Occupational Use

"Bodily injury" or "property damage" arising out of any insured's business or occupation in providing security or safety services for compensation or a fee that involves the required use or carrying of a firearm or other weapon.

### h. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of an insured;

### i. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

### j. Mysterious disappearance

"Damages" arising out of the unexplained or mysterious disappearance of a firearm or other weapon.

## DEFENSE PAYMENTS AND EXPENSES

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

a. All expenses we incur.

b. Up to the Cost of Bail Bond limit applicable to the membership level of the insured as shown in the Declarations attached to

this policy for cost of bail bonds required because of incidents to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**c.** The cost of bonds to release attachments, but only for bond amounts within the applicable Occurrence and Covered Legal Liability Limit of Insurance. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the per day Loss of Earnings limit applicable to the membership level of the insured as shown in the declarations attached to this policy, because of time off from work.

**e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

**f.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Occurrence and Covered Legal Liability Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Occurrence and Covered Legal Liability Limit of Insurance.

These payments reduce the Occurrence and Covered Legal Liability Limits of Insurance shown in the Declarations applicable to the membership level of the insured as shown.

**2.** We will pay criminal defense costs incurred by an insured as follows:

**a.** We will pay, up to the Criminal Defense Occurrence Limit stated in the Declarations, the reasonable and necessary costs and expenses incurred by the insured in connection with the investigation or defense of any criminal charge or criminal proceeding arising out of the use of a firearm, or other weapon, that is "legally possessed" but only if and when:

**(1)** The insured is arrested or charged with, or subject to inquiry or questioning regarding, a crime as a result of the use of a firearm, or other weapon, that is "legally possessed" and used in a "act of self-defense", and

**(2)** The use of the firearm, or other weapon, in an "act of self-defense" occurred during the policy period, and

**(3)** The arrest, charges, inquiry or questioning occurred no later than 60 days after the end of the policy period.

**b.** Such reasonable and necessary costs and expenses shall include legal fees incurred by the insured for the payment of legal counsel provided that such counsel's rates are reasonable and commensurate with the experience of the attorney, the complexity of the proceeding, and the rates typically paid in the jurisdiction where the proceeding is pending.

**c.** Payment of costs and expenses will reduce the Criminal Defense Occurrence Limit shown in the Declarations.

**d.** We have no obligation to provide a defense in connection with the investigation or defense of any criminal charge or criminal proceeding against the insured.

## **SUPPLEMENTARY PAYMENTS**

**1.** We will pay, up to the Incidental Expense Limit applicable to the membership level of the insured as shown in the Declarations, all reasonable expenses incurred by an insured for:

**a.** Lost wages incidental to being arrested or charged with, or subject to inquiry or questioning regarding, a crime as a result of an "occurrence" during the policy period, provided that such arrest, charges, inquiry or questioning occurred no later than 60 days after the end of the policy period;

**b.** Biohazard remediation and clean-up of the insured's residence premises as a result of an "occurrence" during the policy period on or in the insured's residence premises;

**c.** Replacement of a firearm, up to its manufacturer's suggested retail price, that has been confiscated as a result of an "occurrence", provided that:

**i.** no criminal charge or indictment will be brought against, or there has been a dismissal or acquittal of all criminal charges or proceedings against, the insured as a result of the "occurrence"; and

**ii.** it becomes reasonably certain that the firearm will not be returned to the insured;

**d.** Miscellaneous costs incidental to being arrested or charged with, or subject to inquiry or questioning regarding, a crime as a result of an "occurrence" during the policy period, provided that such arrest, charges, inquiry or questioning occurred no later than 60 days after the end of the policy period.

**2.** We will pay, up to the Mental Health Limit applicable to the membership level of the insured as shown in the Declarations, all reasonable expenses incurred by an insured, or a relative of an insured, for mental health or psychological support services incidental to an "occurrence" within the policy period.

These payments reduce the Criminal Defense Occurrence Limit shown in the Declarations applicable to the membership level of the insured as shown.

## **SECTION II – WHO IS AN INSURED**

**1.** Those individuals shown on the membership roster of the United States Concealed Carry Association, Inc. as an active member on the date of the "occurrence" and whose membership commenced or renewed on or after June 6, 2011;

**2.** Residents of the household of the individuals in 1. above on the date of the "occurrence" who are:

- a. Relatives of the individual; or
  - b. Persons under the age of 21 and in the care of the individuals in 1. above.
- However, the individuals identified in paragraphs 2. a. and b. above are insureds only with respect to "acts of self-defense" involving the use of a firearm, or other weapon, that is "legally possessed" on or in the residence premises.

## **SECTION III – LIMITS OF INSURANCE**

1. The Limits of insurance in excess of the Each Claim Retention Amount that is subject to the Annual Aggregate Retention Amount shown in the Declarations, as applicable to the membership level of the insured and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The Limits of Insurance applicable to an "occurrence" or "covered legal liability" are deemed to be those limits associated with the level of membership to which the insured is subscribed as of the date of the "occurrence" or incident. The Occurrence and Covered Legal Liability Limit is the most we will pay for "damages" and reasonable and necessary costs and expenses resulting from a "suit" for an "occurrence" or an incident arising from a "covered legal liability" for an insured.

3. The Cost of Bail Bond Limit is the most we will pay for the cost of bail bonds associated with any criminal charge or proceeding against the insured. Any payments made under the Cost of Bail Bond Limit shall be subject to and shall reduce the Criminal Defense Occurrence limit shown in the Declarations.

4. The Criminal Defense Occurrence Limit is the most we will pay for the reasonable and necessary legal fees, costs, and expenses incurred by the insured for the investigation and defense of a criminal charge or criminal proceeding arising from an "occurrence". The Limits of Insurance applicable to an "occurrence" are deemed to be those limits associated with the level of membership to which the insured is subscribed to as of the date of the "occurrence".

5. The Incidental Expense Limit is the most we will pay for those costs and expenses identified Paragraph 1 of Section I – Coverages, Supplementary Payments. Any payments made under Paragraph 1 of Section I – Coverages, Supplementary Payments shall be subject to and shall reduce the Criminal Defense Occurrence Limit shown in the Declarations.

6. The Mental Health Limit is the most we will pay for those costs and expenses identified in Paragraph 2 of Section I – Coverages, Supplementary Payments. Any payments made under Paragraph 2 of Section I – Coverages, Supplementary Payments shall be subject to and shall reduce the Criminal Defense Occurrence Limit shown in the Declarations.

### **7. Retention**

a. The "policyholder" will be responsible for payment to us of any amounts we pay as Damages, Defense Payments or Expenses up to the "Policyholder" Retention Limits shown on the declarations. We may pay any part or all of the retention to effect settlement of any claim or "suit". Upon notification of the action taken the "policyholder" shall promptly reimburse us for such part of the retention limit as has been paid by us.

b. Each Claim Retention Amount

The Each Claim Retention Amount shown in the Declarations shall apply to each claim.

c. Annual Aggregate Retention Amount

The Annual Aggregate Retention Amount stated in the Declarations shall be the maximum aggregate retention obligation of the "policyholder" for all claims.

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

## **SECTION IV – SELF-DEFENSE LIABILITY CONDITIONS**

### **1. Bankruptcy**

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

### **2. Duties In The Event Of Occurrence, Incident, Claim Or Suit**

a. You must see to it that we are notified immediately of an "occurrence" or incident arising from a "covered legal liability" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or incident took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or incident.

Notice of an "occurrence" or incident is not notice of a claim.

b. If a claim is received by any insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

### **3. Duties In The Event That The Insured Is Charged With A Crime Or Arrested As A Result Of An Occurrence Or Subject To Inquiry Or Questioning**

a. If you seek payment of criminal defense costs or expenses, or if you are subject to inquiry or questioning by law enforcement, you must see to it that we are notified immediately of an "occurrence" which results in the arrest of the insured or criminal charges filed against the insured or an incident resulting in inquiry or questioning by law enforcement.

To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place; and
- (2) When, where and why the insured was subject to or asked to submit to questioning or inquiry by law enforcement personnel; and
- (3) When and where the insured was arrested or charged with a crime; and
- (4) A copy of the indictment or other documentary proof of criminal charges made against the insured or for which the insured is arrested; and
- (5) The name, address, and contact information of legal counsel retained or to be retained by the insured and to whom the defense retainer is to be paid.

b. You or your representative must:

- (1) Authorize us to obtain records and other information necessary to confirm coverage;
- (2) Cooperate with us in the investigation and perform any reasonable actions requested by us that we deem necessary to assist in resolution of any request for payment of a retainer or in reimbursement of criminal defense costs and expenses.

### **4. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

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

### **5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

#### **a. Primary Insurance**

This insurance is primary except when paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

#### **b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
- (2) When this insurance is excess, we will have no duty under this Coverage to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **6. Premium Audit**

a. Premium shown in this policy as advance premium is a deposit premium only. At the close of each reporting period, the "policyholder" will remit the earned premium for those members that newly joined for or renewed during the preceding reporting period. The due date for each reporting is 15 days post month close. All premiums remitted are fully earned and no allowance will be made for member cancellation.

b. The "policyholder" and United States Concealed Carry Association, Inc. must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the "policyholder", this insurance applies:

a. As if each Insured were the only Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

This condition will not increase our limit of liability for any one claim or "suit".

#### **8. Appeals**

In the event an insured or the insured's other insurer(s) elect not to appeal a judgment for "damages", we may elect to make such appeal at our cost and expense, and we shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall our liability for "damages" and expenses exceed the Limits applicable to the membership level of the insured as shown in the Declarations attached to this policy.

#### **9. Transfer Of Rights Of Recovery Against Others To Us**

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us.

The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **10. When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the "policyholder" shown in the Declarations written notice of the nonrenewal not less than 180 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **11. Your Right To Claim And Occurrence or Incident Information**

We will provide the "policyholder" shown in the Declarations the following information relating to this and any preceding policy we have issued to the "policyholder" during the previous three years:

a. A list or other record of each "occurrence" or incident, of which we were notified in accordance with paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Incident, Claim Or Suit. We will include the date and brief description of the "occurrence" or incident if that information was in the notice we received.

b. A summary by policy year, of payments made.

The "policyholder" may not disclose this information without our prior written consent.

If we cancel or elect to non-renew this policy, upon request we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the "policyholder" within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" or incident information for our own business purposes and exercise reasonable care in doing so. In providing this information to the "policyholder", we make no representations or warranties to any "policyholder", insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

#### **12. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The "policyholder" shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### **13. Premiums**

The "policyholder" shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

### **SECTION V – EXTENDED REPORTING PERIODS**

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This policy is canceled or not renewed; or

b. We renew or replace this policy with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations of this policy; or

(2) Does not apply to "bodily injury" or "property damage" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occur before the end of the policy period but not before the Retroactive Date, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

- a. Five years, with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" or incident reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Incident, Claim Or Suit Condition;
- b. Sixty days with respect to claims arising from "occurrences" or incidents arising from a "covered legal liability" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this policy for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

## **SECTION VI – DEFINITIONS**

1. "Act of self-defense" means the act of defending one's person or others by the actual or threatened use of a firearm, or other weapon, that is "legally possessed".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Conviction" means the entry by a trial court of an adjudication, judgment, order or ruling finding a party guilty of a crime whether following a plea of nolo contendere, a plea of guilty, a criminal trial, a judicial determination, or any other similar mechanism or procedure.

However, this does not include the insured's "conviction" for a conceal carry or similar law.

4. "Coverage territory" means the United States of America (including its territories and possessions).

5. "Covered legal liability" means the legal liability arising out of a non-insured's use of a stolen firearm as described in Section I – Coverages item 1.a.(2).

6. "Damages" means the amount an insured becomes legally obligated to pay as a result of a judgment, adjudication or settlement of any claim or "suit" alleging "bodily injury" and/or "property damage" caused by or arising out of an insured's use of a "legally possessed" firearm or other weapon; or arising from a "covered legal liability", including pre-judgment and post-judgment interest, except that "damages" shall not include fines, judicial sanctions, penalties, punitive and/or exemplary damages or multiples of compensatory damages.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Insured location" means:

- a. The residence premises;
- b. The part of any other premises, structures or grounds used by the insured as a residence and;
- c. Any premises used by the insured in connection with the premises identified in paragraphs 8. a. or 8. b. above; or
- d. Any other place where the insured carries a "legally possessed" firearm or other weapon.

9. "Leased worker" means a person leased to you by a labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Legally possessed" means the insured, by operation of the applicable:

- a. Local;
- b. State;
- c. Federal; or



**d. Other jurisdictional**

law, is authorized to own or use the firearm or other weapon. "Legally possessed" includes the use of a firearm regardless of any violation of a conceal carry or similar law.

**11.** "Occurrence" means the use of a "legally possessed" firearm or other "legally possessed" weapon in an "act of self-defense" by the insured.

**12.** "Personal possession" means upon the person.

**13.** "Policyholder" means the entity identified as the "policyholder" on the declarations page.

**14.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**15.** "Secured auto" means an auto in which the firearm is not visible from outside of the auto and the auto has been locked or otherwise secured to prevent access to parties other than the insured.

**16.** "Secured location" means your home, temporary residence or office that has been locked or otherwise secured to prevent access to parties other than the insured.

**17.** "Safeguarded firearm" means a firearm that has its operation disabled by: a trigger lock, and/or breach lock, and/or fire mechanism detachment.

**18.** "Suit" means a civil proceeding in which "damages" because of "bodily injury", "property damage" or to which this insurance applies are alleged. "Suit" includes:

**a.** An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or

**b.** Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

## Membership Agreement Terms

**PRIMARY MEMBER (AND SECONDARY MEMBER, IF APPLICABLE) ACCEPT ALL OF THE TERMS OF THIS MEMBERSHIP AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN PRIMARY MEMBER (AND SECONDARY MEMBER, IF APPLICABLE) AND DELTA DEFENSE, LLC AND USCCA, INC. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR BY MAKING PAYMENT UNDER THIS AGREEMENT AND THE MEMBERSHIP APPLICATION, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON, CANCEL YOUR MEMBERSHIP, DO NOT COMPLETE THE MEMBERSHIP APPLICATION OR COMPLETE THE MEMBERSHIP PURCHASE, WHICHEVER IS APPLICABLE.**

The Membership Agreement Terms, the Commercial General Liability Coverage Form Firearm Policy, and the Membership Application constitute the agreement between you as the Primary Member (and your spouse if a Secondary Member is purchased), and the USCCA, Inc. ("USCCA") and Delta Defense, LLC ("Delta") (collectively the "Membership Agreement").

### Membership Application and Payment

An applicant who completes a Membership Application, meets all of the requirements for membership, and pays the membership dues, shall be enrolled as a member of the USCCA, and such applicant shall be considered the Primary Member. A Primary Member who elects to have their spouse added as a member of the USCCA must complete the "spouse" portion of the Membership Application. If such spouse meets the requirements for membership, and the additional dues are paid to add the spouse as a member, such spouse shall be enrolled as a member of the USCCA, and such spouse shall be considered the Secondary Member. For purposes of the Membership Agreement, "spouse" means the legal husband, wife, or domestic partner of the Primary Member, as those terms are defined and recognized in the state of Primary Member's domicile. All payments shall be made to Delta Defense, LLC.

### Membership Eligibility

Individuals must be 18 years of age to join the USCCA.

### Benefits

Primary Member shall receive all of the benefits set forth on the USCCA website as of the date that the Membership Application is received and accepted by the USCCA. Primary Member and Secondary Member shall receive one (1) magazine, and one (1) of each the other products offered with their membership on the date the Membership Application is received and accepted by the USCCA. Primary Member and Secondary Member each are entitled to separate coverage under the USCCA's insurance policy. The Commercial General Liability Coverage Form Self-Defense Liability Coverage (the "Self-Defense SHIELD") sets forth the insurance coverage a Primary Member (and Secondary Member, if applicable) will receive when enrolled as a Primary Member (or Secondary member, if applicable) in the USCCA. Primary Members (and Secondary Members, if applicable) are entitled to membership and insurance benefits based upon the level of membership selected on the Membership Application, and paid for by Primary Member (or Secondary Member, if applicable).

Primary Member (and Secondary Member, if applicable) agree and acknowledge that the USCCA Membership benefits other than the Self-Defense SHIELD insurance member benefit, are of value, benefit, importance and interest to Primary Member (and Secondary Member, if applicable), and that the value, benefit, importance and interest of and in the Membership benefits other than the Self-Defense SHIELD are a significant inducement for Primary Member (and Secondary Member, if applicable) to become a member in the USCCA.

### Term of Membership – Automatic Renewal

The term of a Primary Member membership (and Secondary Member membership if applicable) is one (1) year from the date the Membership Application and the Membership Application is accepted by the USCCA, provided that all of the regular payments as set forth in the Membership Application are made.

The Primary Member's (and Secondary Member's, if applicable) membership shall automatically renew at the expiration of the one (1) year term for successive one (1) year terms, provided that Primary Member makes all of the regular payments as set forth in the Membership Application.

By submitting the Membership Application, the Primary Member hereby authorizes USCCA, and/or Delta to debit Primary Member's account (if using a debit card) or charge Primary Member's credit card the amount set forth on the Membership Application. Because the Primary Member membership (and Secondary Member membership, if applicable) will automatically renew, Primary Member hereby authorizes USCCA and/or Delta to debit Primary Member's account (if using a debit card) or charge Primary Member's credit card (if using a credit card) the amount due for membership at the benefit level set forth in the Membership Application one (1) year from the date the Membership Application is submitted and accepted, and each successive year thereafter in the amount then charged by Delta for the level of benefits set forth in the Membership Application.

Primary Member can cancel the Primary Member membership at any time by calling USCCA, Inc. at (877) 677-1919. If a Primary Member cancels the membership, the Secondary Member's membership shall also be canceled. Secondary Member can cancel the Secondary Member's membership at any time by calling USCCA at (877) 677-1919. If a Secondary Member cancels the Secondary Member's membership, the Primary Member membership shall not be canceled, unless directed by the Primary Member.

Because the annual Primary Member membership (and Secondary Member membership, if applicable) cost might vary from year-to-year, and the amount that USCCA and/or Delta will debit from the Primary Member's account (if using a debit card) or charge to Primary Member's credit card (if using a credit card) might increase from year-to-year, if the amount a Primary Member will pay to renew the Primary Member membership (and Secondary Member membership, if applicable) increases at any time, USCCA shall send Primary Member a written notification thirty (30) days prior to such renewal and increase which shall include notification of any membership price increase (Primary or Secondary) and the increase in the debit to Primary Member's account or the charge to Primary Member's credit card for the annual automatic renewal. If a Primary Member does not wish to renew the Primary Member membership, Primary Member can cancel at any time as set forth above. If a Primary Member cancels the Primary Member's membership, the Secondary member membership shall be also be canceled.

If USCCA or Delta attempts to debit Primary Member's account (if using a debit card) or charge Primary Member's credit card (if using a credit card), and the debit or charge is rejected, USCCA or Delta shall notify Primary Member, and if payment is not made immediately, USCCA and/or Delta Defense shall treat such event as a cancellation, and shall cancel Primary Member's (and Secondary Member's, if applicable) membership.

It is the Primary Member's sole responsibility to notify Delta of any change in address, phone number, email, or payment method information. You may do so by calling (877) 677-1919. If Primary Member (or Secondary Member, if applicable) renew their membership, the terms and conditions in the Membership Agreement shall also renew and shall govern Primary Member's (and Secondary Member's, if applicable) membership in the USCCA.

#### Insurance Disclaimer

All coverages are subject to the terms, conditions and exclusions of the actual Self-Defense SHIELD coverage form.

Informational statements on USCCA's website or from Delta or USCCA representatives regarding the Self-Defense SHIELD, insurance coverage and other content are for general description and informational purposes only, do not constitute professional advice, and we provide no warranty as to their accuracy. USCCA's website does not make any representations that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under the USCCA insurance policy. Whether coverage exists or does not exist for any particular claim or loss under the insurance policy depends on the facts and circumstances involved in the claim or loss and all applicable policy wording. Statements on the USCCA website or from representatives of Delta or USCCA do not amend, modify or supplement the USCCA insurance policy. Consult the actual USCCA insurance policy for details regarding terms, conditions, coverage, exclusions, products, and services.

Primary Member and Secondary Member should consult with their legal, tax or financial professionals as to their individual situation and/or insurance needs. It is the Primary Member's and Secondary Member's responsibility to evaluate the accuracy, completeness and usefulness of any opinions, advice, or other information provided herein or on the USCCA website. All information contained on any USCCA website page is distributed with the understanding that Delta and USCCA are not rendering legal, tax, accounting, insurance, or other professional advice or opinions on coverage or any specific facts or matters. In no event shall Delta or USCCA be liable for any direct, indirect, special, incidental, consequential, or punitive damages arising out of the use of the information contained herein or on the USCCA website.

Primary Member and Secondary Member agree and acknowledge that they have not relied on Delta, its agents, employees, officers or directors regarding any insurance advice.

### Cancellation

Primary Member can cancel membership at any time pursuant to the "bulletproof guaranty" as set forth above. If a Primary Member cancels their membership, the Secondary Member's membership shall also be canceled. If a Primary Member cancels membership because the Primary Member is dissatisfied with the USCCA or the membership and the Primary Member requests a refund, the USCCA will refund the membership dues that have paid for the current term of the membership. If a Primary Member cancels membership, the Primary Member is also cancelling the insurance coverage provided for USCCA members under the Self-Defense SHIELD, including the Secondary Member membership and insurance coverage.

USCCA will cancel the Primary Member's membership (and Secondary Member's membership, if applicable) if Primary Member fails to pay the membership dues pursuant to the Membership Application and any renewals. Failure to pay pursuant to the Membership Application (and any renewals) shall result in the cancellation and termination of the Primary Member membership and Secondary Member membership and the cancellation and termination of the insurance coverage under the Self-Defense SHIELD for both Primary Members and Secondary Members. Immediately upon cancellation and termination of the Primary Member's membership (and Secondary Member's membership, if applicable), the insurance coverage under the Self-Defense SHIELD shall also terminate without any further notice.

### Member Termination

A Primary Member's membership or a Secondary Member's membership may be terminated by expulsion by the USCCA Board of Directors, and thereafter all of the rights of the Primary Member and/or Secondary Member shall cease. A Primary Member (or Secondary Member, if applicable) may be expelled by a 2/3 vote of the Board of Directors of the USCCA. Any such decisions regarding expulsion shall be at the sole and absolute discretion of the USCCA Board of Directors. In the event of expulsion, USCCA will refund the expelled Primary Member's (or Secondary Member's, if applicable) payments pursuant to the USCCA's "bullet proof" guarantee.

### Amendments or Changes to Membership Agreement

Delta and USCCA reserve the right to change the Membership Agreement terms at any time, without notice to Primary Member or Secondary Member. Delta shall post the most recent version of the Membership Agreement terms on its website, and the Membership Agreement terms on Delta's/USCCA's website shall constitute the current, binding, and enforceable Membership Agreement. Primary Member and Secondary Member agree to be bound by the terms of the then existing Membership Agreement posted on Delta's/USCCA's website.

### Disputes

Primary Member (and Secondary Member, if applicable) agree that any and all disputes between Primary Member (or Secondary Member, if applicable) and the USCCA or Delta shall be governed by the laws of the State of Wisconsin, and jurisdiction and venue for any such disputes shall be in the State of Wisconsin Circuit Court of Washington County, Wisconsin. Primary Member (and Secondary Member, if applicable) understand and agree that this covenant and agreement as to governing law, jurisdiction, and venue is an important part of Primary Member's membership (and Secondary Member's membership, if applicable) and agree to these provisions in consideration of the member benefits received as a member of USCCA.