

LLOYD'S

Lloyd's of London

One Lime Street

London

EC3M 7HA

England

## Deadly Weapon 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 Beazley's 24-hour/7-day Telephone Number: **860-677-3790** operated by the **Event Responder**, CrisisRisk Strategies, LLC.

AFB  
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**ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP)**

**DECLARATION PAGE**

Issued by **Underwriters** and subject to the Policy Wording, **ALLIANT DEADLY WEAPON RESPONSE PROGRAM** as agreed by Beazley which is taken and read as forming an integral part of this insurance.

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**Policy Number: PJ2400050 - 0059**

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**Item:**

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| 1. | <b>Named Insured:</b>                        | <b>State of Montana</b>                          |
| 2. | <b>Mailing Address of<br/>Named Insured:</b> | <b>P.O. Box 200124<br/>Helena, MT 59620-0124</b> |
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| 3. | <b>Policy Period:</b> | <b>From:</b> 1 <sup>st</sup> July 2024<br><b>To:</b> 1 <sup>st</sup> July 2025<br><br>Both days at 12.01 a.m. Local Standard Time |
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| 4. | <b>Retroactive Date:</b> | 01 July 2018 |
|----|--------------------------|--------------|

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| 5. | <b>Locations:</b> | As stated within the <b>Named Insured's</b> Schedule of Values on file with Alliant Insurance Services, Inc. Automatic Coverage for new locations valued below <b>USD25,000,000</b> that come on risk during the policy year. 90 days reporting for locations in excess of <b>USD25,000,000</b> . |
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| 6. | <b>Limits of Liability:</b> | <b>USD500,000</b> (for 100%) each and every Deadly Weapon event including Claim Expenses, and <b>USD500,000</b> in the Annual Aggregate. |
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**Notes**

State of Montana has sovereign immunity.

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| 7. | <b>Sub-Limits of Liability:</b> | The following Sub-Limits of Expense costs are included within, not in addition, to the Limit of Liability and Aggregate expressed in Section 6 above: |
|----|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|

**(i) Counselling Services**  
**USD500,000** each and every **Deadly Weapon Event**.

**(ii) Funeral Expenses**  
**USD0** each and every **Deadly Weapon Event**.

**(iii) Business Interruption**  
**USD500,000** each and every **Deadly Weapon Event**

**(iv) Demolition, Clearance, Memorialisation**  
**USD500,000** each and every **Deadly Weapon Event**

**(v) Extra Expense**  
**USD500,000** each and every **Deadly Weapon Event**

(vi) Threat  
USD500,000 each and every Deadly Weapon Event

(vii) Medical Expenses  
USD50,000 per person, USD500,000 annual aggregate

(viii) Accidental Death and Dismemberment  
USD50,000 per person, USD500,000 annual aggregate

(ix) 1<sup>st</sup> Party Property Damage  
USD1,000,000 each and every Deadly Weapon Event

(x) Conveyance in Transit (if values have been declared for bus, coach or train owned, leased by you, or provided to you)  
USD500,000 each and every Deadly Weapon Event and USD500,000 annual aggregate.

8.	Deductible(s):	USD10,000 (for 100% each and every Deadly Weapon event including Claim Expenses.
9.	Premium:	USD22,046.00
	Taxes	USD606.27
	Fees	USD0.00
	<u>Total Cost:</u>	USD22,652.27
10.	Dated in London:	20 <sup>th</sup> August 2024

All other Terms, Clauses and Conditions Remain Unaltered

# 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.

<b>Aggregate</b>	<b>Aggregate</b> means the total amount of indemnity for any and all loss, damage, liability, cost and expense incurred by <b>you</b> , or incurred on <b>your</b> behalf, during the <b>period of insurance</b> , under all Sections of this Policy regardless of the number of <b>deadly weapon event(s)</b> which may occur during that period. The <b>aggregate</b> 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 <b>us</b> .
<b>Assailant</b>	<b>Assailant</b> means an individual, or group of individuals, presented at an insured location, attempting or intending to or cause serious <b>bodily injury</b> , to a person or persons using a <b>weapon</b> . Anyone who <b>brandishes</b> a weapon is an assailant.
<b>Bodily Injury</b>	<b>Bodily injury</b> means death, physical injury
<b>Brandished/Brandishes</b>	<b>Brandished/brandishes</b> means an act of displaying a <b>weapon</b> in a menacing or aggressive fashion with the intent to cause fear, terror, or intimidation.
<b>Business Services</b>	<b>Business services</b> mean the rendering of services as performed by <b>you</b> at the <b>location(s)</b> .
<b>Communicable Disease</b>	<p><b>Communicable disease</b> means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none"> <li>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</li> <li>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</li> <li>c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.</li> </ul>
<b>Consequential Loss</b>	<b>Consequential loss</b> 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 <b>loss occurrence</b> under this Policy, but only with respect

	to that portion of any such <b>loss occurrence</b> caused by, contributed to or increased by the uninsured event or cause of loss.
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<b>Deadly Weapon Event</b>	<p><b>Deadly weapon event</b> means any event involving an <b>assailant</b> where a <b>weapon</b> has been used or brandished at any of <b>your location(s)</b>.</p> <p>However, for the purpose of this insurance, injuries or death caused by:</p> <ol style="list-style-type: none"> <li>1) the lawful actions of any person providing services to <b>you</b> or on <b>your</b> behalf in connection with <b>your</b> business, or of a member of any security services or individual acting in a security role, whether on <b>your</b> behalf or on behalf of a third party, or</li> <li>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 <b>deadly weapon event</b>,</li> </ol> <p>shall not of itself be considered to be a deadly weapon event within this meaning.</p>
<b>Declarations</b>	<p><b>Declarations</b> mean the attachment to this Policy which sets out <b>your</b> details and the coverage provided by this Policy. This insurance is not effective unless <b>declarations</b> have been issued and the Policy period and premium clause has been complied with.</p>
<b>Domestic Partner</b>	<p><b>Domestic partner</b> means a person of the same or opposite sex who:</p> <ol style="list-style-type: none"> <li>a. is at least eighteen (18) years old and legally capable to enter into a contract;</li> <li>b. is not related by blood to the <b>eligible person</b> or <b>insured person</b> more closely than is permissible by marriage in the state of residence;</li> <li>c. is not married or legally separated;</li> <li>d. occupies the same residence as the <b>eligible person</b> or <b>insured person</b>;</li> <li>e. has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature;</li> <li>f. has entered into a domestic partnership agreement with the <b>eligible person</b> or <b>insured person</b>;</li> <li>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.</li> </ol>



<b>Eligible Person</b>	<p><b>Eligible person</b> means:</p> <ul style="list-style-type: none"> <li>a. any <b>insured person</b>;</li> <li>b. any of <b>your employees</b>:</li> </ul> <p>However, <b>eligible person</b> does not include:</p> <ul style="list-style-type: none"> <li>i. any person for cover under Sections C 'Medical Expenses' and D 'Deadly Weapon Death and Dismemberment', whether or not <b>your employee</b>, if benefits for <b>bodily injury</b> are payable or must be provided under a workers' compensation or disability benefits law or a similar law,</li> <li>ii. the <b>assailant</b> of any <b>deadly weapon event</b>.</li> </ul>
<b>Employee</b>	Employee means any person or persons who provide services directly or indirectly to <b>you</b> or on <b>your</b> 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 <b>you</b> or any of <b>your</b> contractors, subcontractors, or independent contractors.
<b>Event Responder</b>	<b>Event responder</b> means a United States-based risk management entity (as shown in the <b>declarations</b> ) 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 <b>you</b> . The <b>event responder</b> operates in accordance with plans and protocols developed by <b>us</b> .
<b>Event Responder Fees</b>	<b>Event responder fees</b> means only the particular costs and expenses solely and directly incurred by the <b>event responder</b> in the performance of their Prevention Services and Crisis Response duties as invoiced to <b>us</b> .
<b>Immediate Family Member(s)</b>	<b>Immediate family member</b> means a person who is related to an <b>eligible person</b> or <b>insured person</b> in any of the following ways: <b>spouse</b> , 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). <b>Immediate family member</b> also includes a person who is a legal guardian of an <b>eligible person</b> or <b>insured person</b> .
<b>Insured Person(s)</b>	<b>Insured person</b> means a human third party individual, who is at the <b>location(s)</b> , except when specifically excluded under any Section of this Policy. <b>Insured person</b> does not include the <b>assailant</b> of any <b>deadly weapon event</b> .
<b>Joint Venture(s)</b>	<b>Joint venture</b> means a co-venture, joint lease, joint operating agreement or partnership in which <b>you</b> have a financial interest.

<b>Location(s)</b>	<b>Location(s)</b> means the legal boundaries of all of <b>your</b> locations which are owned or, leased by <b>you</b> or are part of a <b>joint venture</b> where <b>business services</b> are rendered by <b>you</b> for <b>your</b> benefit, and which have been listed in the application or Statement of Values and provided to <b>Alliant Insurance Services</b> prior to binding coverage.
<b>Loss Occurrence</b>	<b>Loss occurrence</b> means any loss, damage, liability, cost or expense incurred by <b>you</b> , or incurred on <b>your</b> behalf, which arises from, one or more <b>deadly weapon events</b> attributed to the same, assailant or group of assailants, no matter how many times a <b>weapon</b> was <b>brandished</b> , fired or used at one or more insured <b>location(s)</b> . Within a period of 24 consecutive hours.
<b>Period of Insurance</b>	<b>Period of insurance</b> 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).
<b>Pollutant or Contaminant</b>	<b>Pollutant or contaminant</b> 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.
<b>Retention</b>	Retention means the dollar amount as stated in the <b>declarations</b> or in any endorsement attaching to this policy which <b>you</b> must bear uninsured and retain for your own account in the event of each and every <b>loss occurrence</b> or a <b>deadly weapon event</b> insured by this Policy.  The retention, where indicated throughout this policy, is the responsibility of the insured and will be deducted from the initial payment of loss under this policy or will otherwise be reconciled against loss payments made.
<b>Road Vehicle</b>	<b>Road vehicle</b> 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. <b>Road vehicle</b> also mean golf carts or other low speed vehicles
<b>Spouse</b>	<b>Spouse</b> means the <b>eligible person's</b> or <b>insured person's</b> lawful spouse. <b>Spouse</b> includes one who is widowed by, or divorced or legally separated from, the <b>eligible person</b> or <b>insured person</b> , and also includes a <b>domestic partner</b> .
<b>We/Us/Our</b>	<b>We</b> mean certain underwriters at Lloyd's of London whose details are shown in the <b>declarations</b> .



<b>Weapon</b>	<b>Weapon</b> means: <ul style="list-style-type: none"> <li>a. Any portable or handheld device, instrument, or substance which is used by the <b>assailant</b> in a manner to intentionally cause death or <b>bodily injury</b>; and/or</li> <li>b. Any <b>road vehicle</b> that is occupied and used by the <b>assailant</b> in a manner to intentionally cause death or <b>bodily injury</b>. and/or-</li> <li>c. An explosive device used by the <b>assailant</b> in a manner to intentionally cause death or <b>bodily injury</b>.</li> </ul>
<b>You/Your</b>	<b>You</b> are the Named Insured whose details are shown in the <b>declarations</b> .