

# **DOJ Safe Storage of Firearms.pdf**

Uploaded by: Terri Hill

Position: FAV



U.S. Department of  
**JUSTICE**



# SAFE STORAGE OF FIREARMS

Unload it, Lock it, Store it.

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## **SAFE STORAGE OF FIREARMS**

**Unload it, Lock it, Store it.**

### **FOR FIREARMS OWNERS**

The following suggestions for safety and security are recommendations only. However, please be aware that there may be state or local laws pertaining to the possession or storage of a firearm.

- Safely storing firearms is crucial to preventing the risks of unintentional death, injury, or damage.
- It is your responsibility to know how to properly store your firearms in your home.
- Your firearms should be readily available to you, yet inaccessible or inoperative to others. This will protect you, your loved ones, and others from the misuse, theft, or loss of your firearms.

Familiarize yourself with and obey all federal, state, and local laws regarding the purchase, possession, carrying, use, storage, and disposition/sale of firearms.

Familiarize yourself with and obey all federal, state, and local laws...

## **Handling Firearms**

- Treat every firearm as if it were loaded.
- Always keep your finger off the trigger and outside the trigger guard unless you intend to fire the weapon.
- Always keep the muzzle of the firearm pointed in a safe direction. A “safe direction” means that the gun is pointed so that if it were to fire, it would not result in an injury.
- When you pick up a firearm, first point it in a safe direction and make sure it is unloaded. Open the action and look into the chamber(s), which should be clear of ammunition. If the gun has a magazine, carefully remove it before opening the action. Then open the action to be sure the chamber is clear of ammunition.
- You must always exercise full control and supervision over a loaded gun. This means the gun must be unloaded and placed in secure storage whenever you leave the gun unattended.

## **Storing Firearms**

Nearly all firearm accidents in the home can be prevented by making sure that guns are kept unloaded and locked up when not in use.

- Unload each firearm before storing.
- Store unloaded firearms in a locked cabinet, safe, gun vault, or storage case. (A locked storage case should be kept in a location inaccessible to children.)
- If storing a disassembled firearm, parts should be securely stored in separate locations.
- Keep ammunition locked in a secure location away from the firearm.
- Make sure to take special safety precautions if you must have quick access to a **LOADED** firearm in your home. Many firearm accidents occur in the home as a result of unauthorized persons discovering loaded firearms that were left out in the open. Use trigger locks, cable locks, or other locking mechanisms, and/or keep your firearm locked in a secure location accessible to responsible adults only. A gun lock should be used as an **additional** safety precaution and not as a substitute for secure storage.
- Always re-check firearms carefully and completely to be sure that they are **still** unloaded when you remove them from storage. Accidents can happen if a family member has borrowed or loaned a gun and then carelessly returned it to storage while it was still loaded.

Treat every firearm as if it were loaded.

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If you must have quick access to a loaded firearm in your home, you need to take special safety measures.

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## **What qualifies as a secure gun storage or safety device?**

- 1.** A device that, when installed on a firearm, is designed to prevent the firearm from being operated without first deactivating the device;
- 2.** A device incorporated into the design of the firearm that is designed to prevent the operation of the firearm by anyone not having access to the device; or
- 3.** A safe, gun safe, gun case, lock box, or other device that is designed to be or can be used to store a firearm and that is designed to be unlocked only by means of a key, a combination, or other similar means.

Zip ties, rope, and string do not meet this definition.

## **Temporary Storage Outside of Home**

If you will be traveling to a place that does not permit possessing a firearm, you may want to store your firearms at a federal firearms licensee's (FFL) premises while you are away.

Other reasons may arise to temporarily remove your firearms from your home, during which you may decide to store your firearms with an FFL. (See the sections on "If Children Are in the Home" and "If At-Risk or Prohibited Persons Are in the Home.")

FFLs can help in such cases, if they adhere to federal, state, and local laws for storing and returning firearms.

Where allowed by law, friends who are gun owners could be another option for temporary storage.

## **Options for Securely Storing Firearms**

### **Gun Safe**

Gun safes provide the most secure storage for firearms. Certain models can be heavy and expensive but they are available in all price and security levels. Keys and combinations should be stored separately from the gun safe in a location inaccessible to children, at-risk persons, and prohibited persons.

### **Lock Box (Mechanical and Electronic)**

Lock boxes conceal and protect the firearm. It provides secure storage for loaded and unloaded firearms. Depending on size, the lock box can be stolen. Keys and combinations should be stored separately from the lock box in a location inaccessible to children, at-risk persons, and prohibited persons.

### **Disassembling Firearm**

Disassembling a firearm makes it so the firearm cannot be fired. This is not practical with all firearms and requires knowledge of correct assembly and disassembly procedures.

### **Trigger Lock**

Trigger locks block the trigger but do not prevent the firearm from being loaded. If the lock is used on a loaded firearm, it may cause the firearm to fire under certain circumstances. The lock cannot be used on lever-action firearms. Keys and combinations should be stored separately from the firearm in a location inaccessible to children, at-risk persons, and prohibited persons.

## Cable Locks

A cable lock is intended to discourage unauthorized access to a firearm, particularly by young children. This lock should be used in addition to, and not as a substitute for, proper firearm storage. This lock may be defeated by a determined individual using tools or other aggressive means and may not prevent the intentional misuse of a firearm.

A cable lock consists of an armored steel cable with one end permanently secured to a keyed padlock. When the lock is properly installed, the firearm is unloaded and the lock prevents the firearm's action from closing.



## Cable Lock Safety Tips

- Always keep the cable and lock outside of your firearm's trigger guard.
- Always ensure that the cable is fully/correctly seated in the padlock after locking.
- To prevent damage to your firearm or your cable lock, never attempt to work the action of a firearm already equipped with a lock.
- Always replace a cable lock that shows signs of damage or extensive wear.
- Always store the key separate from any firearm equipped with a cable lock. Ensure that the key is kept in a location not accessible by prohibited and at-risk people (especially children).

A cable lock is intended to discourage unauthorized access to a firearm, particularly by young children.

## Cable Lock Installation Instructions by Firearm Type

**Warning:** Make sure the firearm is completely **UNLOADED** and the safety is on **SAFE** before installing any gun lock. When installing the lock, always point the firearm in a safe direction and keep your finger off the trigger.

**To unlock:** Turn key clockwise. Remove loose end of cable from padlock and thread it through **unloaded** firearm as explained and shown below.

**To lock:** With key turned to farthest clockwise position, insert loose end of cable into padlock. Turn key counterclockwise and remove key. Check that cable is secure.

## Autoloading Pistols

Remove the magazine and move the slide back into its locked position. Insert the cable downward through the ejection port so that it feeds out through the magazine well. To lock the cable, turn the padlock's key to the farthest clockwise position and insert the loose end of the cable into the padlock's opening. With the cable inserted, turn the key counterclockwise and remove the key. Verify that the cable is seated in the proper, locked position.



## Revolvers

Release/open to expose the cylinder. Insert the cable through either the barrel or the empty cylinder chamber. To lock the cable, turn the padlock's key to the farthest clockwise position and insert the loose end of the cable into the padlock's opening. With the cable inserted, turn the key counterclockwise and remove the key. Verify that the cable is seated in the proper, locked position.



## Autoloading and Pump Action Shotguns

Slide action back into locked, open position. Insert the cable through the ejection port and down (out) through the loading port. To lock the cable, turn the padlock's key to the farthest clockwise position and insert the loose end of the cable into the padlock's opening. With the cable inserted, turn the key counterclockwise and remove the key. Verify that the cable is seated in the proper, locked position.



## Autoloading and Bolt Action Rifles

Remove the magazine and place the action into the open/locked position (you may also opt to remove the bolt in a bolt-action rifle). Insert the cable through the ejection port and down (out) through either the receiver assembly or the magazine well. To lock the cable, turn the padlock's key to the farthest clockwise position and insert the loose end of the cable into the padlock's opening. With the cable inserted, turn the key counterclockwise and remove the key. Verify that the cable is seated in the proper, locked position. OR: Remove the bolt

from the rifle. Insert the cable through the ejection port and out through the end of the receiver assembly. To lock: With key turned to farthest clockwise position, insert loose end of cable into padlock. Turn key counterclockwise and remove key. Check that cable is secure.

## Lever Action Rifles

Empty the magazine, place the lever in the closed position and wrap or intertwine the cable around both the stock and the lever to prevent the lever from being cycled. To lock the cable, turn the padlock's key to the farthest clockwise position and insert the loose end of the cable into the padlock's opening. With the cable inserted, turn the key counterclockwise and remove the key. Verify that the cable is seated in the proper, locked position.





**Note:** No single lock will fit all firearms. If the lock does not fit your firearm, contact the manufacturer of your firearm to find out the type of lock recommended for it. A local firearms retailer or law enforcement agency can help you as well.

### **If Children Are in the Home**

As a gun owner, you are responsible for ensuring that unsupervised children do not have access to firearms and teaching them safe practices if they do come into contact with firearms.

- Make absolutely sure that guns in your home are stored so that they are not accessible to children or other at-risk or prohibited persons. Hiding a gun in a closet, drawer, or similar location is not safe storage. Children are extremely curious and might find a gun in your home that you thought was safely hidden or inaccessible.
- Use a combination of safeguards to provide extra layers of security against unauthorized use and create a more secure environment for firearms in the home.
  - Use trigger or cable locks on your firearms and/or keep your firearms locked in a secure location accessible only to adults.
  - Keep keys/combinations to the gun storage (cabinet, safe, storage case, etc.) or gun locks, as well as the keys/combinations to ammunition storage, in separate locations and out of the reach of children.
- Check with neighbors, friends, relatives, or adults in any other homes that children may visit to ensure they are following safe storage practices for any firearms in their home.
- In addition to the above, teach children never to touch or play with a firearm and to tell an adult if they find a firearm. Talk to them about the hazards of improper firearm use.

As a gun owner, you are responsible for ensuring that unsupervised children do not have access to firearms and teaching them safe practices if they do come into contact with firearms.

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## **If At-Risk or Prohibited Persons Are in the Home**

If you live with a person who is at risk or legally prohibited from possessing a firearm, you should consider upgrading your storage levels. You must be absolutely certain that no firearm can be accessed by an at-risk or prohibited person. **Simply hiding a firearm is not secure storage and poses a risk.** Firearm owners should consider out-of-home storage when someone in the home is at-risk for suicide or is likely to do harm to themselves or others.

You must be absolutely certain that no firearm can be accessed by an at-risk or prohibited person.

## **At-Risk Persons**

Risk factors and warning signs for someone who you believe is likely to do harm to themselves or others include:

- Changes in usual patterns of behavior.
- A history of treatment for mental illness.
- Increased use of alcohol or drugs.
- Self-isolation.
- Violent or reckless behavior.
- A recent major life event, such as divorce, job loss, or financial trouble.
- Expression of suicidal thoughts, feelings, or behavior.
- Expression of feelings of hopelessness or of being a burden to others.

## **Prohibited Persons**

Individuals legally prohibited from possessing a firearm may include any person who:

- Has been convicted of a crime punishable by more than one year in prison.
- Has been convicted of a ***misdemeanor crime of domestic violence***.
- Is a fugitive from justice.
- Is under a qualifying order of protection.
- Is a user of illegal drugs or addicted to such.
- Has been adjudicated as mentally ill and/or has been committed to a mental institution.
- Has been dishonorably discharged from the military.
- Is an alien illegally or unlawfully in the United States or is an alien admitted to the United States under a nonimmigrant visa (some exceptions).
- Has renounced his or her United States citizenship.

## **Secure Storage Options**

- Store unloaded firearms in a locked gun safe or other appropriate security device that is resistant to tampering by an adult.
- Use a locked gun safe, gun cabinet, lock box, or storage case. For added security, portable storage devices can be secured to a wall or the floor, or both, to prevent removal.
- In addition to locked storage, use trigger or cable locks to render the firearms inoperable.
- Firearms can also be disassembled, with parts securely stored in separate locations.
- Temporary off-site storage is an option that should be considered if an individual living with you is in emotional crisis or exhibits significant behavior change.

## **Additional Measures**

- Take steps to deny access to your firearm by people who may be at risk:
  - Make sure all lock keys are accounted for and move them to a secure location unknown to the person at risk.
  - If you yourself are at risk, consider asking a responsible and knowledgeable person to take temporary control of your keys or firearm.
- Educate yourself about domestic violence resources (e.g., the **National Domestic Violence Hotline**) and how you can help yourself, a friend, or family member who is being abused. While all persons suffering from domestic abuse or caring for someone who may be in an abusive situation should seek help, if there is an incident of domestic abuse and a firearm is present in the home, it is especially important to seek help and inform local law enforcement if and when you can do so safely.
- Consult a licensed physician or mental health expert if you or a household member are suffering from a mental health condition that could affect personal judgment or increase the risk for personal injuries.
- Review the signs of depression and other conditions by visiting a mental health website (e.g., **American Psychiatric Association** or the **American Psychological Association**).

## **Storing Firearms in Vehicles**

Thefts of firearms from vehicles are on the rise. The last thing you want is to have your firearm stolen and potentially misused by a criminal. In some states, you could be subject under the law to serious penalties and fines for failure to properly secure a firearm.

- Always check, and then double check, that firearms are unloaded before placing them in a car or truck.
- Never leave firearms in an area of the vehicle where they are accessible to children or pets.
- **Locking the doors on your vehicle does not count as secure firearm storage.**
- The glove compartment or console of your car or truck, even if lockable, should not be considered a secure storage device, as they can be pried open easily.

- If you must temporarily store a gun in your car or truck, take steps to properly store them:
  - Use a secure storage device and keep it out of sight.
  - Try not to be away from the vehicle for an extended period of time.
  - When you arrive home, remove the firearm from the vehicle and return it to your secure home storage area.
- Consider using a lockable gun case or a lock box to securely store a gun in a vehicle. These come in a range of prices and models. Some companies make custom concealed compartments for specific model vehicles.
- If you're concerned about quick access to your firearm, many types of lock boxes allow for fast access to your gun while preventing unauthorized access.
- Secure the lock box to the vehicle, if possible.

### **Other Laws and Regulations**

- Keep in mind that you may also have state and/or local laws on owning and storing firearms.
- Familiarize yourself with and obey all federal, state, and local laws regarding the purchase, possession, carrying, use, storage, and disposition/sale of firearms.

## **FOR FEDERAL FIREARMS LICENSEES**

### **Business Hours Store Layout**

Keep display cases locked unless an employee is displaying a firearm or other item from the case. Avoid displaying unsecured firearms within reach of customers, blind spots where customers can access inventory, or situations in which all your employees either have their backs to the customers or leave customers unattended.

### **After Hours Business Practices**

Consider removing all firearms from display cases and racks and placing them in a gun vault at night or using reinforced display cases with shatterproof glass.

### **Door and Window Locks**

Can any door or window be opened from the outside without keys? Do any former or non-employees have access to the keys? Are keys stored or kept near door for which they are used? If any of your business keys have been lost or stolen, it may be time to replace, re-key, improve locks, and improve procedures for storing and tracking keys.

### **Windows and Doorjamb**

Consider reinforcing or replacing windows/doors or investing in burglar bars or roll-down security gates on windows, doors, and vents. Barriers such as concrete filled posts may deter thieves who would consider using a vehicle to smash into the building to gain access. Consider replacing any exterior hollow core doors with solid metal or sheet metal faced solid wood doors.

### **Unsecured Openings**

Air conditioning units in open windows, holes in exterior walls, chimneys, and other vents should be blocked or narrowed sufficiently to prevent entry.

### **Walls and Ceilings**

Poorly protected adjoining businesses may provide an easy entry point for criminals who choose to go through unreinforced walls. A common precaution is to install floor-to-ceiling steel mesh in the gun vault and exterior walls. Can the roof of your establishment withstand an attempted break in? If circumstances warrant it, consider moving to a more secure building.

### **Exterior Lighting and Surrounding Structures, Shrubs, and Trees**

Are any structures or objects such as dumpsters next to the building that may provide cover or easy access to the roof or windows? If possible, ensure that your business and the surrounding area are well lit at night and that there are no areas where criminals could conceal themselves to monitor your business or enter/leave the building unseen or after dark.

### **Front Windows and Entrance**

Can employees see persons approaching the store or vehicles parked outside? Can a passersby see into the store, or would a robbery go unnoticed?

### **Alarm System**

Many states require an alarm system on specific firearms dealer establishments. If you have an alarm system, is it sufficient for your business and do you test the system on a regular basis? Are all points of entry protected? Do you have, or need, a panic button, tamper alarm, or cellular backup?

### **Protect Your Alarm Codes**

Limit the number of people who know the codes. Change the codes on a regular basis and whenever there is employee turnover. Do not write/leave the codes where they are accessible to unauthorized persons.

### **Video Camera System**

Video cameras on the premises should face in a direction that will capture people's faces and features. Recording systems should be protected from viewing, tampering, and/or theft and be always recording.

**HB430 FLI Testimony - Del Hill - Final 02252024.pd**

Uploaded by: Terri Hill

Position: FAV



**TERRI L. HILL, M.D.**

Legislative District 12A  
Howard County

Health and Government Operations  
Committee

**Subcommittees**

Government Operations and  
Health Facilities  
Public Health and Minority  
Health Disparities



**THE MARYLAND HOUSE OF  
DELEGATES**

ANNAPOLIS, MARYLAND 21401

**The Maryland House of  
Delegates**

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February 28, 2024

**HB430- Firearms – Liability Insurance – Public Wearing and Carrying**

**Chair Clippinger, Vice Chair Bartlett, and Members of the Judiciary Committee,**

**HB430** presents a comprehensive approach to improved safety in firearm regulation by mandating liability insurance for individuals carrying firearms in public. This bill is a step forward in promoting responsible gun handling practices, compensating victims of firearm-related incidents, and providing protections for firearm owners.

In Maryland, the statistics are stark: 915 gun-related deaths occurred in 2021, with an average of 796 deaths and 1,363 injuries annually. <sup>1</sup> Research consistently finds that firearm accessibility heightens the risk of unintentional firearm-related injuries or fatalities. <sup>2, 3,4, 5</sup> Households with firearms face significantly elevated risks of suicide and homicide victimization, with evidence pointing to a causal relationship between firearm ownership and unintentional firearm fatalities. <sup>2, 3,4, 5</sup>

These incidents impose a significant economic burden, with direct and indirect costs amounting to millions annually. <sup>6, 7, 8</sup>

<b>Estimated Totals:</b>	<b>Fatal Unintentional Injury</b>	<b>Non-Fatal Unintentional Injury</b>
<b>Direct Costs</b>	<ul style="list-style-type: none"> <li><b>Cost per incident:</b> \$50,072 <sup>7</sup></li> <li><b>Taxpayer cost per incident:</b> \$25,814 <sup>7</sup></li> </ul>	<ul style="list-style-type: none"> <li><b>Cost per incident:</b> \$18,984 <sup>7</sup></li> <li><b>Taxpayer cost per incident:</b> \$11,386 <sup>7</sup></li> </ul>
<b>Indirect Costs</b>	<b>Total:</b> \$15,266,202 <sup>7</sup> <ul style="list-style-type: none"> <li>Work-Loss Costs: \$1,469,863<sup>7</sup></li> <li>Quality-of-Life Costs: \$13,796,339<sup>7</sup></li> </ul>	<b>Total:</b> \$520,837 <sup>7</sup> <ul style="list-style-type: none"> <li>Work-Loss Costs: \$33,034<sup>7</sup></li> <li>Quality-of-Life Costs: \$487,803<sup>7</sup></li> </ul>
<b>Average Gunshot Wound Verdict Cost:</b>	\$727,852 <sup>8</sup>	

**HB430 addresses these pressing issues by:**

- Prohibiting individuals from wearing or carrying firearms in particular circumstances without obtaining liability insurance coverage against property damage, bodily injury, or death resulting from firearm use. The legislation provides exceptions to this requirement for certain military and law enforcement personnel, unloaded firearms, and specific signaling devices.

- Establishing procedures for issuing and defending against citations for violations.
- Establishing penalties for failing to carry firearm liability insurance.

The mandate for firearm liability coverage emulates state requirements for automobile and health insurance, which have proven effective in encouraging responsible behaviors and mitigating risks. Similarly, this legislation will enhance participation and compliance with safer personal firearm handling, storage, and oversight practices. Moreover, the bill offers safeguards for gun owners, victims, their families, and affected state or medical personnel through financial, legal, and public safety measures. For instance:

**Gun Owners:**

- **Financial Protection:** Crucial financial protection covers costs associated with unintentional firearm injuries and deaths, thefts, or legal proceedings.
- **Mitigation of Legal Risks:** Assistance with legal defense, alleviating concerns about potential financial repercussions from civil lawsuits.
- **Promotion of Safety Culture:** Incentivizing safety measures and fostering a safer gun culture through adherence to laws and proper storage practices.

**Victims and Their Families:**

- **Financial Compensation:** Ensuring victims and families receive compensation for damages, easing the economic burden.
- **Legal Protection:** Coverage for legal costs alleviates the need for costly legal proceedings, allowing focus on recovery.
- **Promotion of Safety:** Encouraging responsible gun ownership and safety practices to prevent future injuries and fatalities.

**State, Medical Personnel, and Other Officials:**

- **Financial Relief:** Transferring the economic burden of firearm-related incidents from taxpayers to gun owners' insurance policies relieves strain on public resources.
- **Improved Healthcare Access:** Enhancing victims' access to healthcare and treatment options, ultimately reducing long-term costs.
- **Enhanced Public Safety Measures:** Collaborative efforts with insurance companies can implement safety initiatives, training programs, and awareness campaigns, contributing to overall community safety and crime prevention.

Coverage exists within the market as addenda to some business and homeowner policies and in stand-alone insurance policies offered by agencies such as the United States Concealed Carry Association.

**HB430's** mandate for firearm liability insurance offers a common sense, balanced approach to public safety and protecting Second Amendment rights. It serves as a deterrent to irresponsible behavior, promotes compliance with firearm laws, ensures victims' compensation, and provides avenues for responsible gun owners to seek relief from disqualification.

Thank you for your attention to this matter. And I urge favorable support for HB430 and hope you join me in supporting its passage for the benefit of our communities.



Citations

1. [Gun Violence in Maryland](#)
2. [Public Health Approach To GVP-EESGV](#)
3. [Firearm Storage Practices and Rates Of Unintentional Firearm Deaths In The United States.](#)
4. [Firearm availability and unintentional firearm deaths](#)
5. [Self-inflicted and unintentional firearm injuries among children and adolescents: the source of the firearm.](#)
6. [Calculate the Economic Cost of Gun Violence](#)
7. [Firearm Injuries: Health Care Service Needs and Costs.](#)
8. [Gunshot Wound Verdicts](#)

# **MDPGV Gun Safety Brochure.pdf**

Uploaded by: Terri Hill

Position: FAV



## About Marylanders to Prevent Gun Violence

We believe all Marylanders have a right to live free from gun violence. We pursue this goal through policy development, effective advocacy at the community and legislative levels, and empowerment through strategic education. Supporting community-led implementation of programs is a core value.

Using policies based on evidence and accurate statistics, our work addresses all forms of gun violence, including community violence, domestic violence, suicide, unintentional shootings, and mass shootings. MPGKV is leading the way forward. We invite you to join us in the fight for freedom from gun violence.

# Preventing Shootings at Home

Every day **8** kids are unintentionally killed or injured with an improperly stored gun.

[www.mdpgv.org](http://www.mdpgv.org)

## Resources

*National Suicide Prevention Lifeline*

**988** SUICIDE & CRISIS LIFELINE

*What to do with a gun you no longer want*

Firearms can be safely disposed of through gun surrender and gun buyback programs. Call your local police non-emergency number to find out what is available in your area.

Consider storing your gun away from your home in a safe storage location. For more information see: [mdpgv.org/safestoragemap](http://mdpgv.org/safestoragemap).



## Contact Us

Questions, ideas, want to support?  
Reach out to us.

✉ [info@mdpgv.org](mailto:info@mdpgv.org)

🐦 [@gunviolenceprev](https://twitter.com/gunviolenceprev)

📘 Marylanders to Prevent Gun Violence



# Youth and Guns

## the facts

**4.6 million**

children live in homes with unlocked, loaded firearms.

**75%**

of children report knowing where firearms are stored in their homes.

**#1**

cause of death for children in Maryland and the United States? Guns.

## Maryland Law

Under Maryland law, a person "may not store or leave a loaded firearm in a location where the person knew or should have known that an unsupervised minor has access to the firearm."

## Steps for Safe Storage

- 1.** Choose a safe or a locking device that is most appropriate for your firearm, household, and needs.
- 2.** Before putting your gun in the safe or applying the locking device, make sure it is unloaded.
- 3.** If you use a locking device, store the locked firearm in a location that is inaccessible to under 18s and other unauthorized users.
- 4.** Store ammunition separate from the gun in another locked box.
- 5.** Lock the safe or other device.
- 6.** Repeat with every gun, every time.



## Safe Storage

### It saves lives.

Children often have access to firearms, even when parents and guardians believe the guns are inaccessible.

Storing guns locked and unloaded in the home is associated with an decreased risk of suicide, homicide, and unintentional injury.

**MARYLANDERS  
TO PREVENT  
GUN VIOLENCE**

# **Sample Policy - MD Personal Firearm Liability Insu**

Uploaded by: Terri Hill

Position: FAV

**LYNDON SOUTHERN INSURANCE COMPANY**  
**Domiciled in Wilmington, Delaware**  
Administrative Office: 10151 Deerwood Park Blvd., Bldg. 100, Suite 500  
Jacksonville, FL 32256 (800) 888-2738

**DECLARATIONS**

**POLICY NUMBER: SPECIMEN**

Insured: SPECIMEN

Address:

City:

State:

Zip:

**Item 1. Named Insured**

SPECIMEN.

**Item 2. Named Insured's Address:**

SPECIMEN

**Item 3. Coverage and Limits of Liability**

**COVERAGE**

**LIMITS OF LIABILITY**

A. PERSONAL INJURY, BODILY INJURY & PROPERTY DAMAGE COMBINED PER OCCURRENCE LIMIT	\$ 250,000
B. CIVIL LIABILITY DEFENSE COSTS LIMIT	\$ 250,000
C. POLICY AGGREGATE LIMIT OF LIABILITY (EXCLUDES CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT.)	\$ 250,000
D. CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT LIMIT	\$ 50,000

**Item 4. Policy Period: 10/01/2019 to 10/01/2020**

Continuous Period from 12:00 a.m. standard time at the address of the insured stated above Until Terminated

**Item 5. Total Premium: \$75.00**

**Item 6. Company**

LYNDON SOUTHERN INSURANCE COMPANY

**Item 7. Notification of Claim or Suits to:**

FORTEGRA FINANCIAL  
10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 330  
JACKSONVILLE, FL 32256  
ATTN: CLAIMS  
TOLL FREE: 800-888-2738-EXT 8303

**Item 8. Endorsements Effective at Inception: SEE SCHEDULE OF POLICY FORMS**

This Policy is subject to the laws of the jurisdiction that it is issued in.

The coverage afforded to the Insured is only with respect to this Policy as indicated herein. The limit of the Company's liability shall be as stated in this Policy.

The provisions in the following pages hereof form a part of this Policy are fully incorporated herein over the signatures appearing below.

In WITNESS WHEREOF, LYNDON SOUTHERN INSURANCE COMPANY has caused this Policy to be executed at its Administrative Office in Jacksonville, Florida on the Effective Date of this Policy.

Signed at Our Administrative Office.



Secretary



President



# Forms Schedule

<b>Form</b>	<b>Rev</b>	<b>Description</b>
PFL01	03 19	Declarations
PFL 02	03 19	Outdoor And Firearm Personal Liability Insurance Policy Form
PFL 03	03 19	Outdoor And Firearm Personal Liability Insurance Policy Additional Policy Conditions

## OUTDOOR AND FIREARM PERSONAL LIABILITY INSURANCE POLICY FORM

The **Insurer** having issued this Policy to the **Named Insured** hereby certifies that the person listed in the Declarations attached and made part hereof the **Named Insured**, and as named in the application for coverage under the Policy, is insured under the Policy subject to all the terms, exclusions, conditions and provisions of the Policy and any amendments thereto.

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

The following coverage details are those shown in the Policy as applicable to the Personal Firearms Liability insurance afforded to the **Named Insured**.

The term **Insurer**, as used herein, shall refer to the **Insurer** providing this insurance as provided in Item 6. of the Declarations.

### I. INSURING AGREEMENTS

#### A. Personal Injury, Bodily Injury and Property Damage Liability Coverage

1. Subject to the Limits of Liability set forth in the declarations the **Insurer** will pay on behalf of the **Named Insured** all sums which the **Named Insured** shall become legally obligated to pay for **personal injury, bodily injury or property damage** resulting from claims caused by an **occurrence** taking place during the **policy period** and in the **policy territory** but only if:

The **Named Insured** is:

- a. hunting, trapping or engaging in recreational shooting on public or private land;
- b. Shooting at competitions or for recreation at hunt clubs, gun clubs or supervised commercial or private **ranges**
- c. Shooting other than as listed in a. or b. where such shooting is an **accidental discharge**, and not prohibited or restricted by any local, state, federal, or provincial law; or
- d. Using a **legally possessed firearm** by the **Named Insured** while engaged in an **act of self-defense**; or if

The **Named Insured's legally possessed firearm** is no longer in the possession of the **Named Insured** due to it being:

- e. lost or stolen; or,
  - f. loaned to, or borrowed by; any individual who is not prohibited by law from possessing a firearm in the jurisdiction where the **occurrence** takes place.
2. With respect to any **occurrence** covered under this section, the **Insurer** shall defend any covered claim, even if such suit is groundless, false or fraudulent; but the **Insurer** shall have the right to make such investigation and negotiate and settle any claim or suit as may be deemed expedient by the **Insurer**, but:

- a. The **Insurer** will have no duty to defend the insured against any **suit** seeking damages for **personal injury, bodily injury or property damage** to which this insurance does not apply; and
  - b. The **Insurer** will have no duty to defend the insured in any **criminal proceeding**; and
  - c. The amount the **Insurer** will pay for **damages** is limited as described in Section II – Limits of Liability.
  - d. Our right and duty to defend ends when the **Insurer** has used up the Policy Aggregate Limit of Liability in the payment of judgments or settlements.
  - e. Except as provided under I. C. below, the **Insurer** has no duty to defend, obligation to pay, or provide for the defense of the **Named Insured** or **resident family member** for any criminal proceedings.
- B. Civil Liability Defense Costs Coverage
1. With respect to any **occurrence** covered under this policy, subject to the Civil Liability Defense Costs Limits of Liability, the **Insurer** agrees to pay:
    - a. Defense costs
    - b. All premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds.
    - c. All costs taxed against the **Named Insured** or **resident family member** in any such suit.
    - d. Prejudgment interest awarded against the **Named Insured** or **resident family member** on that portion of a judgment the Insured is obligated to pay.
    - e. Expert Witness, Private Investigator, or Consultant fees
    - f. All reasonable expenses incurred by the **Named Insured** or **resident family member** incurred at the **Insurer's** request in assisting The **Insurer** in the investigation or defense of any claim or suit.
  2. The **Insurer's** payment of Civil Liability Defense Costs in a. through f. above, are within the Civil Liability Defense Costs Limit of Liability shown on the Declarations and not in addition to the Policy Aggregate Limit of Liability.
- C. Criminal Proceedings Reimbursement
1. Subject to the Limit of Liability for **Criminal Proceedings Reimbursement** stated in the Declarations and described in Section II. Limit of Liability, the **Insurer** will provide **Criminal Proceedings Reimbursement** for all reasonable and necessary defense costs and defense expenses, subject to applicable local, state or federal laws regulating such payments, incurred solely in connection with the use of a **legally possessed firearm** by the **Named Insured** or **resident family member** while engaged in an **act of self-defense**.
  2. Reimbursement of these defense expenses is only available upon:
    - a. formal dismissal of the criminal charge or indictment; or
    - b. a formal acquittal due to an **act of self-defense** of the criminal charge or indictment; or
    - c. a formal declaration from the investigating law enforcement office that criminal charges will not be pursued for a reasonable use of force in an **act of self-defense**; or
    - d. a formal declaration from the prosecuting attorney(s) that he or she does not intend to prosecute, (often referred to as nolle prose qui), would apply as if all charges were acquitted; and
    - e. receipt of a signed, sworn proof of loss statement containing the requisite information to provide **Criminal Proceedings Reimbursement** including receipts for all covered costs and expenses. This must be provided within 90 days such acquittal or dismissal of criminal charges.

3. The **Insurer's** obligation to reimburse the defense expenses of the **Named Insured** or **resident family member** for any and all criminal charges arising out an **act of self-defense**; shall terminate upon the earliest of any of the following:
  - a. The **Named Insured** or the **resident family member** pleads guilty; or
  - b. The **Named Insured** or the **resident family member's** conviction of any criminal charge emanating from the **Named Insured's** or the **resident family member's** use of a **firearm**.

## II. LIMITS OF LIABILITY

The limits of The **Insurers'** liability shall be as stated in the Declarations and described below subject to the terms, limitations, exclusions and conditions of this policy.

- A. The PERSONAL INJURY, BODILY INJURY & PROPERTY DAMAGE COMBINED PER OCCURRENCE limit of liability stated in the Declarations shall be the maximum aggregate limit of the **Insurer's** liability for all **damages** arising out of any one **occurrence**.
- B. The CIVIL LIABILITY DEFENSE COSTS LIMIT OF LIABILITY shall be as shown in the Declarations.
- C. The POLICY AGGREGATE LIMIT OF LIABILITY shall be the maximum aggregate limit of the **Insurer's** liability regardless of the number of insureds, claims made, claimants, **occurrences**, or **acts of self-defense**.
- D. The CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT LIMIT shall be the maximum aggregate limit of the **Insurer's** liability for reimbursement of criminal proceedings defense expenses. regardless of the number of criminal proceedings, **insureds**, claims made, claimants, or **acts of self-defense**. The CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT LIMIT is in addition to and not a part of the POLICY AGGREGATE LIMIT OF LIABILITY.
- E. The above-referenced limits are available for each 12-month annual period, or the applicable portion thereof, that is within the Policy Period. Limits are not stackable for **Criminal Proceedings** that extend across multiple annual periods.

## III. POLICY PERIOD

The period set forth in Item 4. Of the Declarations issued to the **Named Insured**, subject to any applicable cancellation thereof.

## IV. EXCLUSIONS

This insurance shall not apply to:

- A. **personal injury, bodily injury or property damage** caused in any manner by a person, including members, residents and occupants of the **Named Insured's** household, other than the **Named Insured** or **resident family member**.
- B. claims for **personal injury, bodily injury or property damage** made against a **Named Insured** by
  1. any other **Insured**; or
  2. any member, resident or occupant of the **Named Insured's** household.
- C. **bodily injury** to an employee of a **Named Insured** arising out of and in the course of his/her employment by the **Named Insured**, including any obligation to indemnify another in whole or in part for such **bodily injury**.
- D. any obligation for which the **Named Insured** or any **Insurer** as her or 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 **Named Insured'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 a **Named Insured**.
- H. liability assumed by the **Named Insured** under any contract or agreement.
- I. **personal injury, bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - 1. any **aircraft**; or
  - 2. any **automobile**; or
  - 3. any **watercraft**.
- J. **personal injury, 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:
  - 1. property owned by or occupied by or rented to the **Named Insured**; or
  - 2. property used by the **Named Insured**; or
  - 3. property in the care, custody or control of the **Named Insured** or as to property over which the **Named Insured** is for any purpose exercising physical control.
- L. **personal injury, 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 **Named Insured**.
- M. **personal injury, bodily injury or property damage** intentionally caused by or at the direction of the **Named Insured** except this exclusion shall not apply to an **act of self-defense**
- N. **personal injury, 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. any claim arising out of a criminal act as defined by applicable local, state, federal, or provincial laws by a **Named Insured** except this exclusion shall not apply to an **act of self-defense**.
- P. any claim caused by a **Named Insured** while under the influence of alcohol, intoxicants, narcotics or any other mind-altering substance, as defined by applicable local, state, federal, or provincial 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 **Named Insured** or by others.
- S. pollution, and
  - 1. any claim relating to the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants** however caused or whenever or wherever happening; or
  - 2. 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 **Named Insured** or by others.
- T. any liability of the **Named Insured** 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) or in the attached Radioactive Contamination Exclusion Clause Liability–Direct.
- V. any loss, damage, cost, or expense of any nature directly or indirectly cause by, resulting from, or in connection with, the actual or threatened malicious use of pathogenic or poisonous **biological materials** or **chemical materials** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- W. **personal injury, bodily injury or property damage** arising from a paint ball or simulated munitions competition.
- X. any claim caused by **Named insured** while trespassing on another's property.
- Y. mental anguish, mental injury, shock or fright.
- Z. Any **personal injury, bodily injury or property damage** occurring outside of the **Policy Territory**.

V. DEFINITIONS

- A. **Accidental Discharge** means the firing of a firearm, air gun, or bow and arrow, at a time when the **insured** does not intend to fire
- B. **Act of self-defense** means a reasonable use of force or a threatened use force to defend one's person, other persons, or one's property with a **legally possessed firearm** as may be authorized by any applicable local, state, federal, or provincial laws of the state or jurisdiction within which the **personal injury, bodily injury or property damage** occurs. **Act of self-defense** includes the reasonable use of force or threatened use of force with a **legally possessed firearm** rendering of emergency assistance solely at the request of a uniformed law enforcement officer.
- C. **Aircraft** means any heavier than air or lighter than air aircraft designed to transport persons or property.
- D. **Annual Period** means a twelve (12) month period that begins with the coverage inception date for a **Named Insured** and continues for each twelve (12) month period thereafter.
- E. **Automobile** means any land vehicle, trailer or semi-trailer designed for travel (including any machinery or apparatus attached thereto).
- F. **Biological Materials** means bacteria, viruses, prions, or fungi which may cause infection, allergy, toxicity or other-wise create a hazard to human health. Fungi include mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
- G. **Bodily injury** means bodily injury, sickness or disease sustained by a person which occurs during the policy period, including death at any time resulting therefrom.
- H. **Chemical Materials** means solid, liquid, or gaseous substances that produce an effect on a living organism by acting on the body tissue, or in an environment by interacting with air, water, and/or soil.
- I. **Criminal Proceedings Reimbursement** means all reasonable and necessary fees, costs and expenses incurred by the insured in the investigation of, or as a result of a criminal proceeding for an act of self-defense against the **Named Insured** or the **resident family member**, including but not limited to:
  1. Attorney consultation fees, retainer, and fees for attorney to accompany the **Named Insured** or the **resident family member** to all meetings and interviews with authorities;
  2. Bail Expenses
  3. Expert witness, private investigator, or consultant fees
  4. Actual loss of earnings up to \$250 per day.
- J. **Damages** means the total sum which the **Named Insured** becomes legally obligated to pay as damages, whether by reason of adjudication or settlement, because of **personal injury, 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 The **Insurer** in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages.
- K. **Defense Costs** means reasonable and necessary fees, costs and expenses, consented to by the **Insurer** and incurred by the **Named Insureds** in the investigation, adjustment, defense or appeal of any covered Claim, and includes premium for appeal bonds, attachment bonds or similar bonds arising out of a covered judgment. The **Insurer** has no obligation to provide such bonds.
- L. **Firearm** means a weapon, other than a fully automatic weapon, from which a projectile is discharged by gunpowder or by pressure of compressed air.

- M. **Legally possessed firearm** means a **firearm** possessed by the **Named Insured** in accordance with any applicable local, state, federal, or provincial laws of the state or jurisdiction within which the **personal injury, bodily injury** or **property damage** occurs.
- N. **Named Insured** means:
1. the **Named Insured**; or
  2. the legally recognized spouse of the **Named Insured** or
  3. a **resident family member** but only for a **resident family member** engaging in an **act of self-defense** occurring at the **residence premises**
- O. **Occurrence** means an accident, including continuous or repeated exposure to conditions which results in **personal injury, bodily injury** and /or **property damage** neither expected nor intended from the standpoint of the **insured**. All **personal injury, 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**. For purposes of this coverage, an **act of self-defense** is also considered an **occurrence**.
- P. Personal Injury means one or more of the following:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, or landlord or lessor.
- Q. **Policy territory** means the United States of America, its territories and possessions, US Virgin Islands, Puerto Rico, and Canada.
- R. **Pollutants** means any electromagnetic transmission or fields, or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals and wastes, including medical waste. Waste also includes materials to be recycled, reconditioned or reclaimed.
- S. **Property damage** means 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.
- T. **Ranges** means permanently established shooting ranges.
- U. **Resident family member** means residents of the **Named Insured's** household who are:
1. Relatives of the **Named Insured**; or
  2. Other persons under the age of 21 and in the care of the **Named Insured** or the care of a **resident family member**.
- V. **Residence premises** means the one family dwelling or unit which is or will be the permanent or principal residence of the **Named Insured** for the majority of the year.
- W. **Watercraft** means any boat, craft, float, raft, ship or vessel designed to transport persons or property on or under water.

## VI. CONDITIONS

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

Whether it appears that an **occurrence** or **act of self-defense** is likely to involve this policy, the **Named Insured** shall send written notice thereof to the entity named in Item 7 of Declarations. Such notice shall contain particulars sufficient to identify the **Named Insured** and also reasonably obtainable information

respecting the time, place and circumstances of the **occurrence** or **act of self-defense**, the names and addresses of the injured and, if available, witnesses.

The **Named Insured** shall give immediate notice of any claim made on account of such **occurrence** or **act of self-defense** to the entity named in Item 7 of Declarations. If legal proceedings are begun, the **Named Insured** shall forward to the **Insurer** or their representatives each paper thereon, or a copy thereof, received by the **Named Insured** or the **Named Insured's** representatives, together with copies of reports of investigation made by the **Named Insured** with respect to such legal proceedings.

#### B. OTHER INSURANCE.

The **Insurer** 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, The **Insurer** shall be liable as if this policy is primary insurance, subject to the terms, limitations, exclusions and conditions of this policy.

#### C. APPEALS

In the event the **Named Insured** or the **Named Insured's** other **Insurers** elect not to appeal a judgment in excess of the other valid and collectible insurance limits, The **Insurer** 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 The **Insurer** for **damages** exceed the applicable Limits of Liability set forth in the Declarations issued to the respective **Named Insured** for any one **occurrence** and in addition the cost and expense of such appeal.

#### D. SUBROGATION & RIGHT OF RECOVERY

The **Named Insured's** right of recovery against any person or other entity cannot be exclusively subrogated to The **Insurer**. It is, therefore, understood and agreed that in case of any payment hereunder, The **Insurer** will act in concert with all other concerned interests (including the **Named Insured**), 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 **Named Insured**) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; The **Insurer** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the **Named Insured**) 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 **Named Insured**), in the ratio of their respective recoveries as finally settled.

#### E. ASSIGNMENT

Assignment of interest under this policy shall not bind The **Insurer** until its consent is endorsed thereon.

#### F. IMPUTATION

The acts of one **Named Insured** under this policy shall not be imputed to any other **Named Insured** under this policy.

#### G. CANCELLATION OF INSURANCE

1. This policy may be canceled by the **Named Insured** by surrender to The **Insurer** or any of its authorized agents, or by mailing to the **Insurer** or any of its authorized agents, written notice stating when thereafter such cancellation shall be effective. If the Insured cancels, the collected premium shall be deemed to be fully earned.



2. This policy may be canceled by The **Insurer** by mailing to the **Named Insured** at the address shown in the policy, written notice stating when, but not less than sixty (60) days thereafter, but ten (10) days (or such longer period as may be required by state law) 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 The **Insurer** shall be equivalent to mailing. If the **Insurer** cancels, earned premiums shall be computed pro rata. Payment or tender of any unearned premium by The **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. The check of The **Insurer** or its representatives mailed or delivered shall be sufficient tender of any refund due the **Named Insured**.

#### H. TWO OR MORE FORMS OR POLICIES ISSUED BY US

If this Coverage Form and any other policy of insurance issued by us or our affiliates to the **Named Insured** listed in the Notice of Insurance or Declarations apply to the same **occurrence**, then the maximum applicable Aggregate Limit of Insurance applicable to such **occurrence** shall not exceed the highest applicable Aggregate Limit of Insurance available under any one such policy in-force at the time of such **occurrence**. Under no circumstances shall this policy pay benefits to a **Named Insured** in his or her capacity as such if such individual also has sought benefits in their capacity as a **Named Insured** under another equivalent policy issued by us or our affiliates.

This condition does not apply to any Coverage Form or policy issued by us or an affiliated **Insurer** specifically to apply as excess insurance over this Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OUTDOOR AND FIREARM  
PERSONAL LIABILITY INSURANCE POLICY**

**ADDITIONAL POLICY CONDITIONS**

The following conditions are added to the Outdoor and Firearm Personal Liability Insurance Policy:

**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our Policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this Policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**C. Assignment**

Assignment of this Policy will not be valid unless we give our written consent.

**D. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;
2. "individual insured" includes:
  - a. An "individual insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
  - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**E. The Cancellation of Insurance Condition is deleted and replaced by the following:**

**E. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

(1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or

(2) If the risk has changed substantially since the Policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

3. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

**F. Nonrenewal**

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

**HB-0430\_wmsc\_kelkye\_UNF\_2024.pdf**

Uploaded by: Ben Kelkye

Position: UNF



Ben Kelkye, President  
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(301) 401-6262

February 22, 2024

Honorable Members of the  
Maryland House Judiciary Committee  
House Office Building  
Annapolis, Md. 21401

**Subject: HB-0430 Firearms Liability Insurance – Public Wearing and Carrying  
OPPOSE**

Dear Honorable Delegates:

I represent the Western Maryland Sportsmen's Coalition, Inc. (WMSC). The Coalition is comprised of many hunting clubs and sportsmen's associations and the thousands of their individual members living in Garrett, Allegany, Washington, Frederick, and Carroll Counties. As President of the Coalition, I work together with the leadership of these Western Maryland Sportsmen's organizations for the recognition and benefit of the sportsmen and sportswomen of the five most western counties of Maryland.

Your committee will be hearing the advantages and disadvantages of HB0430 (Firearms Liability Insurance-Public Wearing and Carrying) coming up on February 28th. In a nutshell, this bill would require that anyone that holds in their hand or on their person a loaded firearm have a minimum of \$300,000 liability insurance. This would pertain to hunters, skeet and trap shooters, competitive target shooters, and firearms instructional class participants as well as concealed carry permit holders.

I have discovered that at least one group (U S Concealed Carry Association) offers sufficient liability insurance through Universal Fire and Casualty Insurance Company at a rate that varies from \$299 - \$499 per year. The problem here is, even though it is very expensive for the average person, it **ONLY** pertains to self-defense situations.

Hunters and target shooters must purchase a different liability policy that covers property and accidental injury liability situations at a cost of \$109/year.

Garrett

Allegany

Washington

Frederick

Carroll

If a person has a concealed carry permit **and** is a hunter or target shooter (even training or practice) then he or she must buy and carry both policies according to HB-0430, as I understand its requirements. The cost of both policies from this company ranges from \$408 - \$608 per year.

There are other situations to deal with, for example:

Certain youth groups such a Boy Scouts, Christian outdoor youth camps and organizations such as the Izaak Walton League or many of our Sportsmen's Clubs that have youth training and shooting programs, including the Department of Natural Resources Hunter Education Program. Do the children's parents need to purchase individual liability policies for the child to participate in these activities?

Many of our Sportsmen's clubs hold regular target shoots. Does each competitor need this insurance? What about those who travel from PA, VA or WV? All of our counties are located very close to these state lines and enjoy visitors from these states on a regular basis. If so, this requirement may very well put some of our sportsmen's clubs right out of business.

How will this requirement affect sportsmen and hunters that travel to Maryland from other states to enjoy duck, goose, and deer hunting in all counties of our state? It most certainly will have a considerable financial impact on every rural county of Maryland if non-resident hunters choose to stay away.

We believe this is a bad bill. Although it may be disguised as well intentioned, it has the taste of another attempt to restrict our citizen's ability to possess and safely use firearms in any capacity by employing another affordability tactic. One thing is clear, it is certainly another bill stepping all over the many sportsmen and women of our state by implying that the recklessness or misdeeds of a few individuals applies to all. We, as private citizens of this state and as the elected representatives of the Western Maryland Sportsmen's Coalition, Inc. strongly urge you to consider the negative far-reaching effects of HB-0430 **and strongly oppose its passage.**

Respectfully,

Signed:

Ben Kelkye,	President, WMSC & Frederick County Sportsmen's Council
Jerry Zembower	President, Garrett & Allegany Sportsmen's Association
Joe Winter	President, Washington County Federation of Sportsmen's Clubs, Inc.
Matt Guilfoyle	President, Carroll County Sportsmen Association

Garrett

Allegany

Washington

Frederick

Carroll

**MML-HB 430 -OPP.pdf**

Uploaded by: Bill Jorch

Position: UNF



Maryland Municipal League  
*The Association of Maryland's Cities and Towns*

# TESTIMONY

February 28, 2024

**Committee:** House Judiciary

**Bill:** HB 430 - Firearms - Liability Insurance - Public Wearing and Carrying

**Position:** Unfavorable

**Reason for Position:**

The Maryland Municipal League opposes House Bill 430, which appears to require local law enforcement officers to acquire private insurance to carry their work-issued firearm.

Municipal police agencies already provide liability insurance for their officers to carry their employer-issued firearm, which is standard procedure. Our interpretation of subsection (A) of section 5-902 of the bill is that it requires local law enforcement officers to carry additional private liability insurance in addition to their employer provided coverage. That subsection also requires the coverage to be issued by an insurer authorized to do business in the State which would preclude any sort of self-insurance options.

Any requirement for a local law enforcement officer to seek out and obtain private insurance to carry a work-issued firearm is out of step with standard practice and an unnecessary layer when all officers are currently covered by their employer's liability insurance. This additional requirement comes with a fiscal impact to the individual officers and will likely have a significant dampening effect on officer recruitment and retention; an issue that is already a problem in the State.

The provisions of HB 430 are redundant and would negatively impact the ability of local law enforcement agencies to recruit and retain qualified officers. For this reason, the League respectfully requests that the committee provide House Bill 430 with an unfavorable report.

**FOR MORE INFORMATION CONTACT:**

Theresa Kuhns

Angelica Bailey Thupari, Esq.

Bill Jorch

Justin Fiore

Chief Executive Officer

Director, Advocacy & Public Affairs

Director, Public Policy & Research

Deputy Director, Advocacy & Public Affairs



**HB 430\_UNF\_MAMIC.pdf**

Uploaded by: Bryson Popham

Position: UNF



191 Main Street, Suite 310 – Annapolis MD 21401 – 410-268-6871

February 26, 2024

The Honorable Luke Clippinger  
Chair, House Judiciary Committee,  
Room 101, House Office Building  
Annapolis, Maryland 21401

RE: House Bill 430 - Firearms - Liability Insurance - Public Wearing and Carrying - UNFAVORABLE

Dear Chair Clippinger and Members of the Committee,

MAMIC is comprised of 12 mutual insurance companies that are headquartered in Maryland and neighboring states. Approximately one-half of our members are domiciled in Maryland and are key contributors and employers in our local communities. Together, MAMIC members offer a wide variety of insurance products and services and provide coverage for thousands of Maryland citizens.

At the outset, we wish to remind the Chair that you have already received a letter on this legislation from one of our members, the Baltimore Equitable Society. As information to the Committee, Baltimore Equitable is a homeowners insurer that was founded in Baltimore in 1794 and continues to operate from its Baltimore City headquarters today. A copy of the Baltimore Equitable letter to you is attached for review by your Committee.

All MAMIC members are sensitive to the potential harm to our society from the improper use of firearms. We respect the obvious intentions of the sponsors to ensure additional security for citizens of Maryland by the passage of this bill. Unfortunately, we have concluded from a review of the bill that it raises more questions than it answers. For example, we are unsure of the scope of “firearm liability insurance” first cited in Section 5-902 of the bill. All of Subtitle 9 is new language, replete with new statutory definitions of commonly used terminology in this field. It is unclear to us what devices may be included under the new statutory language.

Perhaps more important, it is equally unclear whether the bill contemplates that the term “firearm liability insurance” first found on page 4, line 21 of the bill is the same type of insurance described in 5-902 (A) on page 5, lines 11-17 of the bill. For insurers like many MAMIC members, this distinction is critical. Liability losses arising from the use of firearms are not frequent. Coverage and rating decisions made by insurance companies require a body of claim information that would permit the insurer to formulate rates that are not excessive, inadequate or unfairly discriminatory, as required under Maryland insurance laws. There is simply insufficient data for small and medium size insurers, like MAMIC members, to responsibly create rates that reflect the exposure to loss.

Also, these concerns do not address an insurer’s potential decision to decline offering coverage for firearm claims to begin with – a subject not addressed in House Bill 430. Although the bill does not specifically state a requirement that all general liability insurers must include this coverage, it is a question that must be answered.

Finally, we note that other states, such as New Jersey, have been unsuccessful in imposing limitations on the use of firearms. House Bill 430 takes the different approach of requiring insurance coverage instead. MAMIC

recommends, as a logical first step, that the General Assembly consult with the Maryland Insurance Administration on the availability and affordability of insurance coverage for the use of firearms. Should you decide to proceed with a legislative approach, we believe such information will be essential to your decision-making process.

For these reasons, MAMIC and its members respectfully request an unfavorable report on this legislation.

Sincerely,

A handwritten signature in cursive script that reads "Jeane A. Peters". The signature is written in black ink and is positioned above the typed name.

Jeane A. Peters, President MAMIC

cc: The Honorable C.T. Wilson, Chair – House Economic Matters Committee



**Baltimore  
Equitable  
Insurance**

Perpetually Great Homeowners Insurance

February 21, 2024

The Honorable Luke Clippinger  
House Judiciary Committee  
Annapolis, Maryland

Re: HB 430 – Firearms – Liability Insurance – Public Wearing and Carrying

Dear Chair Clippinger,

On behalf of The Baltimore Equitable Society, thank you for the opportunity to submit this statement to express our concern over the text of House Bill 430 and request an unfavorable report.

The Baltimore Equitable Society is a part of MAMIC and has been asked to express our concerns regarding House Bill 430.

The bill includes the phrase “Public” in the title of the bill but within the text itself, “public” wearing and carrying is not addressed. Wearing and carrying by itself without the word “Public” is used which could lead to unintended consequences of requiring liability insurance while within an individual’s own private home or property. The same can be said for the use of the word “storage” resulting in an unintended requirement of liability insurance of at least \$300,000 for when a firearm is stored at an individual’s private residence.

The majority of, if not all, homeowners, renters, and condo owner insurance policies provide liability coverage for occurrences that result in property damage, bodily injury, or death arising from an occurrence that is deemed an accident. Based on the text of this bill, it is not clear if an insured would be in compliance with the bill’s requirement if they were covered under one of these policies.

If a homeowners, renters, or condo owner insurance policy would in fact be sufficient to meet the bill’s requirements, insureds may find it difficult to be able to provide proof of liability insurance without presenting their entire policy. Additionally, Police Officer’s requesting proof of liability insurance, may find it difficult to determine whether the individual’s policy provides the required liability insurance without reading the insured’s actual policy language.

Due to the policy language of homeowners, renters, and condo owner insurance policies, not all insureds would have their names listed on the policy. For example, a relative that lives in the household, may not be listed as a “Named Insured” on the policy documents but would be provided the same coverages as a “Named Insured”. This would include liability coverage for occurrences that result in property damage, bodily injury, or death arising from an occurrence that is deemed an accident. It is unclear how this insured would provide proof that they meet the bill’s liability insurance requirements.

Lastly, this bill could result in increased insurance premiums, putting a financial burden on those individuals who may be unable to afford the coverage.

For these reasons, The Baltimore Equitable Society is opposed to House Bill 430 and respectfully requests an unfavorable report of the bill.

Sincerely,

*Mary B Harlee*

Mary B. Harlee

President/CEO - The Baltimore Equitable Society

**HB 430\_UNF\_MAMIC.pdf**

Uploaded by: Bryson Popham

Position: UNF



191 Main Street, Suite 310 – Annapolis MD 21401 – 410-268-6871

February 26, 2024

The Honorable Luke Clippinger  
Chair, House Judiciary Committee,  
Room 101, House Office Building  
Annapolis, Maryland 21401

RE: House Bill 430 - Firearms - Liability Insurance - Public Wearing and Carrying - UNFAVORABLE

Dear Chair Clippinger and Members of the Committee,

MAMIC is comprised of 12 mutual insurance companies that are headquartered in Maryland and neighboring states. Approximately one-half of our members are domiciled in Maryland and are key contributors and employers in our local communities. Together, MAMIC members offer a wide variety of insurance products and services and provide coverage for thousands of Maryland citizens.

At the outset, we wish to remind the Chair that you have already received a letter on this legislation from one of our members, the Baltimore Equitable Society. As information to the Committee, Baltimore Equitable is a homeowners insurer that was founded in Baltimore in 1794 and continues to operate from its Baltimore City headquarters today. A copy of the Baltimore Equitable letter to you is attached for review by your Committee.

All MAMIC members are sensitive to the potential harm to our society from the improper use of firearms. We respect the obvious intentions of the sponsors to ensure additional security for citizens of Maryland by the passage of this bill. Unfortunately, we have concluded from a review of the bill that it raises more questions than it answers. For example, we are unsure of the scope of “firearm liability insurance” first cited in Section 5-902 of the bill. All of Subtitle 9 is new language, replete with new statutory definitions of commonly used terminology in this field. It is unclear to us what devices may be included under the new statutory language.

Perhaps more important, it is equally unclear whether the bill contemplates that the term “firearm liability insurance” first found on page 4, line 21 of the bill is the same type of insurance described in 5-902 (A) on page 5, lines 11-17 of the bill. For insurers like many MAMIC members, this distinction is critical. Liability losses arising from the use of firearms are not frequent. Coverage and rating decisions made by insurance companies require a body of claim information that would permit the insurer to formulate rates that are not excessive, inadequate or unfairly discriminatory, as required under Maryland insurance laws. There is simply insufficient data for small and medium size insurers, like MAMIC members, to responsibly create rates that reflect the exposure to loss.

Also, these concerns do not address an insurer’s potential decision to decline offering coverage for firearm claims to begin with – a subject not addressed in House Bill 430. Although the bill does not specifically state a requirement that all general liability insurers must include this coverage, it is a question that must be answered.

Finally, we note that other states, such as New Jersey, have been unsuccessful in imposing limitations on the use of firearms. House Bill 430 takes the different approach of requiring insurance coverage instead. MAMIC

recommends, as a logical first step, that the General Assembly consult with the Maryland Insurance Administration on the availability and affordability of insurance coverage for the use of firearms. Should you decide to proceed with a legislative approach, we believe such information will be essential to your decision-making process.

For these reasons, MAMIC and its members respectfully request an unfavorable report on this legislation.

Sincerely,

A handwritten signature in cursive script that reads "Jeane A. Peters". The signature is written in black ink and is positioned above the typed name.

Jeane A. Peters, President MAMIC

cc: The Honorable C.T. Wilson, Chair – House Economic Matters Committee





**Baltimore  
Equitable  
Insurance**

Perpetually Great Homeowners Insurance

February 21, 2024

The Honorable Luke Clippinger  
House Judiciary Committee  
Annapolis, Maryland

Re: HB 430 – Firearms – Liability Insurance – Public Wearing and Carrying

Dear Chair Clippinger,

On behalf of The Baltimore Equitable Society, thank you for the opportunity to submit this statement to express our concern over the text of House Bill 430 and request an unfavorable report.

The Baltimore Equitable Society is a part of MAMIC and has been asked to express our concerns regarding House Bill 430.

The bill includes the phrase “Public” in the title of the bill but within the text itself, “public” wearing and carrying is not addressed. Wearing and carrying by itself without the word “Public” is used which could lead to unintended consequences of requiring liability insurance while within an individual’s own private home or property. The same can be said for the use of the word “storage” resulting in an unintended requirement of liability insurance of at least \$300,000 for when a firearm is stored at an individual’s private residence.

The majority of, if not all, homeowners, renters, and condo owner insurance policies provide liability coverage for occurrences that result in property damage, bodily injury, or death arising from an occurrence that is deemed an accident. Based on the text of this bill, it is not clear if an insured would be in compliance with the bill’s requirement if they were covered under one of these policies.

If a homeowners, renters, or condo owner insurance policy would in fact be sufficient to meet the bill’s requirements, insureds may find it difficult to be able to provide proof of liability insurance without presenting their entire policy. Additionally, Police Officer’s requesting proof of liability insurance, may find it difficult to determine whether the individual’s policy provides the required liability insurance without reading the insured’s actual policy language.

Due to the policy language of homeowners, renters, and condo owner insurance policies, not all insureds would have their names listed on the policy. For example, a relative that lives in the household, may not be listed as a “Named Insured” on the policy documents but would be provided the same coverages as a “Named Insured”. This would include liability coverage for occurrences that result in property damage, bodily injury, or death arising from an occurrence that is deemed an accident. It is unclear how this insured would provide proof that they meet the bill’s liability insurance requirements.

Lastly, this bill could result in increased insurance premiums, putting a financial burden on those individuals who may be unable to afford the coverage.

For these reasons, The Baltimore Equitable Society is opposed to House Bill 430 and respectfully requests an unfavorable report of the bill.

Sincerely,

*Mary B Harlee*

Mary B. Harlee

President/CEO - The Baltimore Equitable Society

# **HB 430 Liability Insurance Testimony.pdf**

Uploaded by: Cathy Wright

Position: UNF



## **HB 430 Firearms – Liability Insurance – Public Wearing and Carrying**

### **UNFAVORABLE**

The Maryland State Rifle & Pistol Association (MSRPA) opposes HB 430.

This bill would require that carry permit holders be covered by certain liability insurance to cover claims for property damage, bodily injury, or death arising from an accident resulting from the person's use or storage of a firearm of up to \$300,000 for damages arising from the same incident. This legislation will impact hunters, trap shooters, range shooters, and even youth groups, such as 4H and Scouts. A person who violates this section is guilty of a misdemeanor and on conviction is subject to loss of the person's right to possess a regulated firearm, a rifle, and a shotgun.

The following questions and comments deserve consideration and scrutiny:

- Only law-abiding citizens who lawfully own guns will be subject to this regulation. How will criminals be subject to this regulation? This insurance will not cover criminal acts. How would this bill prevent violence?
- This bill discriminates against those with lesser economic means.
- It is unclear whether the mandated insurance coverage even exists. What happens when a person can't get coverage? In other states, such as in New Jersey, there are instances where gun owners could not find concealed carry liability insurance policies. This bill does not address this glaring oversight.
- Is this an attempt by the state to withhold concealed carry permits?
- The state would need a registry of guns and insurance to know who has or does not have coverage. Was this the purpose of the legislation – to establish a gun registry?
- This is basically a fee to exercise a constitutional right. This insurance mandate unreasonably burdens a citizen's Second Amendment right to carry a firearm in public for self-defense, thus making it unconstitutional.

The MSRPA respectfully requests an unfavorable report on HB 430.

Cathy S. Wright, MSRPA VP, Legislative Affairs

[cwright@msrpa.org](mailto:cwright@msrpa.org)

<https://www.msrpa.org>

The MSRPA is the official National Rifle Association state organization for Maryland. The MSRPA's mission is to defend your rights in Maryland, support training in firearm safety and shooting skills through its affiliated clubs, and sponsor and sanction local competition throughout the state.

# **HB430 testimony.pdf**

Uploaded by: charles Knaggs

Position: UNF

Charles Knaggs  
35296 golf course drive  
Mechanicsville, md 20659  
[c-knaggs@hotmail.com](mailto:c-knaggs@hotmail.com)  
301-643-3285

I am writing in opposition to HB430. This bill will price Maryland citizens out of exercising their second amendment right. There is no other right that the state mandates insurance or permits be issued to exercise. Lets not get the RIGHT to carry a firearm for self defense confused with a PRIVILEGE, like a drivers license. This requirement will be prohibitive for many Marylanders and will increase the already very high cost of obtaining a wear and carry permit in Maryland. The governor of our state ran on a slogan of "no one left behind", this bill will leave a lot of citizens behind. I urge the committee to give HB430 an unfavorable finding.

Thank you,

A handwritten signature in black ink, appearing to be 'C. Knaggs', written in a cursive style.

Charles Knaggs

**mcguire\_unfavorable\_hb-0430.pdf**

Uploaded by: James McGuire

Position: UNF

26 February 2024

James I. McGuire III  
3482 Augusta Drive  
Ijamsville, MD 21754

**UNFAVORABLE FOR HOUSE BILL 0430**

Firearms – Liability Insurance – Public Wearing and Carrying

Mandating the purchase of a TBD insurance policy to exercise an enumerated right is blatantly un-Constitutional and is obviously a civil-rights-infringing proposal.

“A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.”

We already have a criminal and civil justice system and process whereby an individual who suffers injury at the hands of another may seek justice or compensation. We do not infringe on fundamental rights based on speculation or worry. Shall we establish a mandatory Legislator Malfeasance insurance requirement? Legislators should carry \$TBD of insurance to cover the damage caused by introducing, sponsoring, and committing un-Constitutional laws upon the general public.

The Constitution comes first. Perhaps you should refresh your knowledge of same.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James I. McGuire III". The signature is stylized and includes a long horizontal flourish at the end.

James I. McGuire III



# **Department of State Police Position Paper House Bi**

Uploaded by: Joey Sybert

Position: UNF



**State of Maryland**  
**Department of State Police**  
Government Affairs Unit  
Annapolis Office (410) 260-6100

**POSITION ON PROPOSED LEGISLATION**

**DATE:** February 28, 2024  
**BILL NUMBER:** House Bill 430      **POSITION:** Oppose  
**BILL TITLE:** Firearms – Liability Insurance – Public Wearing and Carrying

**REVIEW AND ANALYSIS**

This legislation requires a person that wears, carries, or transports a loaded firearm in Maryland to have special liability insurance issued by an insurer authorized to do business in Maryland. The insurance is also required for a person who lawfully stores a firearm. The only exceptions to this legislation are members of the military and federal law enforcement officers while traveling to or from duty.

Under current law, the Department of State Police is responsible for regulating the sale of regulated firearms and the issuance of handgun permits. Special insurance is not required for wearing, carrying, possession, or transporting a firearm. Some home owner’s insurance policies cover theft of the firearm or accidents within the home.

House Bill 430 requires any person, police officer, hunter, firearm owner, etc., to purchase liability insurance up to \$300,000 to cover claims arising from property damage, bodily injury, or death arising from an accident resulting from a person’s use or storage of a firearm, including interest and costs arising from an incident. The bill applies to a every person carrying any type of firearm, including handguns, rifles, or shotguns. This bill applies to nonresidents while within the borders of this state. Our research indicates the insurance required by the bill does not yet exist in Maryland. Nationally, liability insurance for possession or misuse of a firearm is provided by private organizations to its members.

As written, the requirements of the bill apply to all police officers in Maryland and those that would travel to Maryland on official or non-official business. The Department of State Police (DSP) does insure all of its employees against work related incidents, but this bill requires employees to have extra liability insurance. DSP participates in collective bargaining. As this legislation directly impacts working conditions, we expect that this will be included in the next contract discussion should the bill pass. House Bill 430 creates a huge financial burden on local and state government.

House Bill 430 places a financial burden on the law-abiding firearm owner as well as anyone who does not own a firearm but may only possess a firearm for a temporary purpose such as target shooting or hunting. The burden also applies to non-residents who travel into or through Maryland, who transport a firearm for any reason.

**State of Maryland**  
**Department of State Police**  
Government Affairs Unit  
Annapolis Office (410) 260-6100

**POSITION ON PROPOSED LEGISLATION**

This legislation requires sport shooters, competition shooters, colleges that teach hunter safety, and any other law-abiding group to have this liability insurance.

The bill provides little guidance for enforcement. The bill does not require a person to carry proof of insurance, nor are law enforcement officers allowed to ask for proof because the person is not required to have it on their person. Additionally, conviction is a prohibitor, but if an officer encounters a person without insurance are they required to seize the firearm? If a person is arrested for the illegal use of a firearm, is there an expectation the person will be charged with failing to have insurance? Enforcement would be problematic. This legislation creates a number of operational and fiscal issues for law enforcement agencies and the law abiding public.

For these reasons, the Department of State Police urges the committee to give House Bill 430 an unfavorable report.

# **HB0430\_Testimony\_2A\_Maryland.pdf**

Uploaded by: John Josselyn

Position: UNF



**2A Maryland**

2A@2AMaryland.org

**House Bill 430**  
**Firearm Liability Insurance – Public Wearing and Carrying**  
**UNFAVORABLE**

The title of House Bill 430 would lead the uninitiated to believe the scope of this bill is limited to handguns and persons who are wear and carry permit holders, but this is not the case. This bill applies to all types of firearms and to all the shooting sports and law enforcement activities whenever the firearm is loaded. The requirement for a minimum of \$300,000 in liability insurance for a person simply holding a loaded firearm also extends to cover how that person stores the firearm.

The bill even applies to persons who do not actually own a firearm but use another persons' firearm. While Maryland's Handgun Qualification License (HQL) will probably be declared unconstitutional, while the HQL remains in effect, students must first have insurance before they can complete the HQL certification course.

The language will have a devastating impact on private citizens, hunters, commercial ranges, and sport shooting clubs. State and local law enforcement, sheriffs, and private security agencies are not exempt from this requirement. The negative impact on Scouting, Venturing, 4H and FFA programs will destroy these programs. It is unknown if insurance companies will even write the personal insurance policies required under this bill when the insured is a minor. Similar insurance for adults incurs an annual premium cost ranging between \$350 and \$500.

There is no language in the bill to describe how the bill will be enforced. Law enforcement does not have access to insurance company records. A certificate of insurance in the citizen's possession proves nothing beyond when the policy expires presuming the citizen did not cancel the policy.

To anticipate the armed criminals who infest our society will obtain and maintain liability insurance is naive in the extreme. Why should they? Most criminals are already prohibited from owning or possessing firearms which renders this bill's penalty provisions moot.

We request an unfavorable report on House Bill 430.

John H. Josselyn  
2A Maryland  
02/28/2024

# **HB 0430 Firearms.pdf**

Uploaded by: Karla Mooney

Position: UNF

## HB 0430 Firearms - Liability Insurance - Public Wearing and Carrying

Karla Mooney  
21175 Marigold St  
Leonardtown MD 20650  
Resident of St. Mary' County Dist. 29C

I am State Director of The DC Project-Women for Gun Rights and the State Leader of the Armed Women of America. I stand in solidarity with the Ladies of both groups, numbering many more than just myself. I am also a professional Multi-disciplined Firearms Instructor and Maryland QHIC.

I read this bill as having quite a few roadblocks. The first is that it is unconstitutional to require Insurance to exercise your right to keep and bear arms. It is an unduly burden to the citizen to have to pay additional money for the wear and carrying of a firearm.

Second, it could be subject to challenges under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. If the law treats certain groups of people differently in terms of firearm possession disqualification or insurance requirements.

Third, Laws affecting an individual's right to possess firearms must provide adequate procedural safeguards to ensure fairness. Challenges may arise if the law is vague or if it fails to provide individuals with proper notice and an opportunity to be heard before their rights are restricted.

Forth, Mandating liability insurance for firearm carrying could raise challenges related to insurance regulation. States have regulatory authority over insurance matters, and there may be questions about whether such a requirement falls within their control. Also based on my own research there is not currently a liability insurance that would handle this type of restriction – therefore one would have to be written. I wonder who would benefit from this newly regulated Insurance policy? Do any of our Representatives or Senators currently own or have stock in such Insurance companies?

Fifth, Implementing and enforcing a requirement for liability insurance related to firearm carrying could pose practical challenges for law enforcement agencies, including issues related to verifying insurance coverage and enforcing penalties for non-compliance.

I ask for an unfavorable review of this bill.

# House bill 430.pdf

Uploaded by: Kierstyn Rader

Position: UNF



Good afternoon, Judicial Committee members. My name is Kierstyn. I'm 14 and have been a member of the Howard County 4-H Bullseye Club for 5 years. I am also one of the club officers. The 4-H Bullseye Club is a youth shooting sports club with 3 disciplines: shotgun, rifle, and archery.

Four years ago, I shadowed a representative, and coincidentally, House Bill 4 was heard, which could have affected 4-H shooting sports. That day, I was promised by the representative that no harm would ever come to 4-H shooting sports. However, I have been here twice in the past year to remind people about the promise.

Last year, I testified against Senate Bill 86 with fellow 4-H'ers. By passing this new House Bill 430, it will, at the very least, impact youth shooting sports by raising our dues. It will also affect our coaches who store and transport our firearms. This bill requires insurance for a youth sport that, according to Clemson University, is 45 thousand times less likely to cause an injury needing medical attention than youth soccer. And we do not know if insurance will even cover youth shooters. This legislation infringes upon our constitutional rights under

The Second Amendment. Teens and adults who cannot afford insurance will have their constitutional rights stripped from them because of income status. My family is a one-person working household, and this bill will likely make it difficult for me to shoot with my club. Our 2nd amendment right to bear arms is a God-given right to protect ourselves and property. Will it now only be for the higher-income households? I do believe that parents should lock up their firearms and take them out when necessary. Parents should be liable if something happens because of their negligence. Do not punish law-abiding citizens just because of a few criminals.

In 4-H, I have learned firearm safety, discipline, leadership, restraint, respect, public speaking, and many other life skills. I began shooting because of a medical condition that kept me from playing other organized sports. My grandfather used to take my mom to the rifle and shotgun range. He passed away before I was born, and shooting makes me feel like I have a connection to him. By passing this bill, you are punishing us and future 4-Hers. I strongly oppose and ask that you reject House Bill 430. We invite you to come to our mandatory March 14th club safety meeting. I will pass the committee information at the

end of my testimony. We also invite you to attend any of our shooting practices held on Wednesday, Saturday, and Sunday. If this current bill passes, it will place our club in jeopardy. And it will have the opposite effect on what you are pursuing. Instead of encouraging and educating responsible gun ownership, which 4-H does, it will make thousands of children and parents criminals.

**hb430 (002).pdf**

Uploaded by: Linda Miller

Position: UNF

**MARYLAND JUDICIAL CONFERENCE**  
**GOVERNMENT RELATIONS AND PUBLIC AFFAIRS**

Hon. Matthew J. Fader  
Chief Justice

187 Harry S. Truman Parkway  
Annapolis, MD 21401

**MEMORANDUM**

**TO:** House Judiciary Committee  
House Economic Matters Committee

**FROM:** Legislative Committee  
Suzanne Pelz, Esq.  
(410)260-1523

**RE:** House Bill 430  
Firearms – Liability Insurance – Public Wearing and Carrying

**DATE:** January 24, 2024  
(2/28)

**POSITION:** Oppose

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The Maryland Judiciary opposes House Bill 430. House Bill 430 adds proposed subtitle 9, entitled “Liability Insurance for Public Wearing and Carrying of Firearms,” to title 5 of the Public Safety Article (“PS”), to be codified at proposed PS §§ 5-901 to 5-903.

The Judiciary opposes this bill for several reasons. First, it is not clear if the bill’s liability insurance requirement applies to bailiffs. The Judiciary is self-insured as a branch of government. In addition, the requirement to schedule a trial within 30 days after the citation was issued on page 7, lines 11 through 13 is concerning as the court does not control when an officer turns in a citation. The triggering event for scheduling a trial should be the date of receipt of the citation, and the time frame should be lengthened by 15 days, from 30 to 45 days. Further, the bill exempts federal law enforcement officers, but there is no exemption for local or State law enforcement officers (page 5, lines 22-24) and does not define or specify the meaning of “law enforcement officer.” The bill also poses due process and constitutional concerns: (1) by shifting the burden on the defendant to submit proof that he or she has obtained, and is currently covered by, the requisite liability insurance (page 6, lines 1 through 7); and (2) by authorizing as a penalty for a violation of the bill’s liability insurance requirement the loss of the defendant’s right to possess a regulated firearm (page 6, lines 21 through 23). Finally, the language in the bill requires the court to find a defendant not guilty if the defendant submits proof of liability insurance coverage (page 6, lines 1 through 7) which interferes with judicial discretion.

cc. Hon. Terri Hill  
Judicial Council  
Legislative Committee  
Kelley O’Connor

# **MSI Testimony on HB 430 insurance mandate.pdf**

Uploaded by: Mark Pennak

Position: UNF



President  
Mark W. Pennak

February 28, 2024

## WRITTEN TESTIMONY OF MARK W. PENNAK, PRESIDENT, MSI, IN OPPOSITION TO HB 430

I am the President of Maryland Shall Issue (“MSI”). Maryland Shall Issue is a Section 501(c)(4), all-volunteer, non-partisan, non-profit organization dedicated to the preservation and advancement of gun owners’ rights in Maryland. It seeks to educate the community about the right of self-protection, the safe handling of firearms, and the responsibility that goes with carrying a firearm in public. I am also an attorney and an active member of the Bar of the District of Columbia and the Bar of Maryland. I recently retired from the United States Department of Justice, where I practiced law for 33 years in the Courts of Appeals of the United States and in the Supreme Court of the United States. I am an expert in Maryland Firearms Law, federal firearms law, and the law of self-defense. I am also a Maryland State Police certified handgun instructor for the Maryland Wear and Carry Permit and the Maryland Handgun Qualification License and a certified NRA instructor in rifle, pistol, personal protection in the home, personal protection outside the home, muzzle loading, as well as a range safety officer. I appear today in OPPOSITION to HB 430.

**The Bill:** This Bill amends MD Code, Public Safety, § 5-133(b), to provide that a person may not possess a regulated firearm (a handgun) if the person “HAS BEEN CONVICTED OF FAILING TO MAINTAIN FIREARM LIABILITY INSURANCE UNDER § 5-902 OF THIS TITLE.” The Bill then adds Section 5-902 to provide that A PERSON MAY NOT WEAR OR CARRY A FIREARM UNLESS THE PERSON HAS OBTAINED AND IS COVERED BY LIABILITY INSURANCE ISSUED BY AN INSURER AUTHORIZED TO DO BUSINESS IN THE STATE UNDER THE INSURANCE ARTICLE TO COVER CLAIMS FOR PROPERTY DAMAGE, BODILY INJURY, OR DEATH ARISING FROM AN ACCIDENT RESULTING FROM THE PERSON’S USE OR STORAGE OF A FIREARM OF UP TO \$300,000 FOR DAMAGES ARISING FROM THE SAME INCIDENT, IN ADDITION TO INTEREST AND COSTS. In addition to the disqualification imposed by the amendments to Section 5-133, new Section 5-902 provides that A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR AND ON CONVICTION IS SUBJECT TO LOSS OF THE PERSON’S RIGHT TO POSSESS A REGULATED FIREARM, A RIFLE, AND A SHOTGUN. The Bill provides under new Section 5-903 that a person who is convicted of failing to obtain or maintain the \$300,000 insurance policy may regain the right to possess a regulated firearm a rifle or a shotgun by thereafter submitting proof to State district court that such insurance has been since obtained.

## The Bill Is Unconstitutional Under the Second Amendment.

The insurance mandate imposed by this Bill is flagrantly unconstitutional under the Second Amendment. Section 5-902 enacted by this Bill would abrogate a person's right to "wear and carry a firearm" if the person does not obtain the required \$300,000 liability insurance. By amending Section 5-133, the Bill also makes clear that such a failure to obtain such insurance **also** abrogates the right to merely **possess** a handgun (or other regulated firearm). And, worse still, a violation of Section 5-902 also would result in the abrogation of a person's right to possess any handgun, rifle, or shotgun. In short, the failure by a person who has a "wear and carry" permit to obtain insurance would destroy the Second Amendment right to "keep and bear" **any** arms whatsoever. As such the Bill is plainly unconstitutional under the Second Amendment.

*New York State Rifle & Pistol Association v. Bruen*, 597 U.S. 1 (2022), established the straightforward standard governing all Second Amendment challenges. First, "when the Second Amendment's plain text covers an individual's conduct, the Constitution presumptively protects that conduct." *Id.* at 17. Second, a law burdening that protected conduct is unconstitutional unless the government "demonstrate[s] that the regulation is consistent with this Nation's historical tradition of firearm regulation." *Id.* The government's only way to meet that burden is to "affirmatively prove" based on "historical precedent" that an "enduring" and "comparable tradition of regulation" supports the challenged law. *Id.* at 19, 27, 67. *Bruen* requires courts to examine the "how and why" of supposedly analogous laws when analyzing the historical record—i.e., "whether modern and historical regulations impose a comparable burden on the right of armed self-defense and whether that burden is comparably justified." *Id.* at 29.

The Second Amendment's "plain text covers" the right of law-abiding citizens to possess a handgun for self-defense in the home. *District of Columbia v. Heller*, 554 U.S. 570, 592 (2008) (holding Second Amendment's text "elevates above all other interests the right of law-abiding, responsible citizens to use arms in defense of hearth and home"). And in *Bruen*, the Supreme Court likewise confirmed that the Second Amendment protects a "general right to publicly carry arms for self-defense," 597 U.S. at 31, and therefore held that New York violated the Second Amendment by restricting carry licenses to individuals who could demonstrate a "special need for self-protection distinguishable from that of the general community." *Id.* at 12.

This Bill conditions that right to carry outside the home recognized in *Bruen* by imposing an insurance mandate on persons who have a State-issued wear and carry permit. It then enforces that mandate by punishing a violation with a complete abrogation of the person's right to even possess a handgun, a rifle, or a shotgun. In imposing that condition on wear and carry permit holders and in banning possession of regulated firearms, rifles and shotguns, the Bill obviously intrudes on conduct protected by the text of the Second Amendment. Thus, under step two of the *Bruen* test, the burden is **on the State** to prove that the insurance mandate "is consistent with this Nation's historical tradition of firearm regulation." *Bruen*, 597 U.S. at 17. The relevant historical period for these purposes is the Founding Era,



*i.e.*, around 1791. See *Lara v. Commissioner Pennsylvania State Police*, 91 F.4th 122, 134 (3d Cir. 2024) (“to maintain consistency in our interpretation of constitutional provisions, we hold that the Second Amendment should be understood according to its public meaning in 1791”).

The Bill’s insurance mandate fails that historical inquiry. There simply were not insurance mandates during the Founding, much less any tradition abrogating the right to keep and bear arms for failure to obtain such insurance. Indeed, in the modern era, only **one** State has imposed such a mandate. That State is New Jersey, and this Bill is obviously modelled after the New Jersey statute. See N.J. Stat. Ann. §§ 2C:58-4.3. In *Koons v. Platkin*, 2023 WL 3478604, at \*62 (D.N.J. May 16, 2023), *appeal pending*, Nos. 23-1900 & 23-2043 (3d Cir.), the federal district court in New Jersey struck down that mandate on grounds it lacked any analogous historical support required by *Bruen*. See *Koons*, 2023 WL 3478604 at \*38–\*42. This Bill will suffer the same fate for the same reasons. New Jersey’s appeal (and the cross-appeal) on this and other issues in *Koons* was argued on October 25, 2023. A decision is likely soon.

The only other authority on insurance mandates is *National Association for Gun Rights, Inc. v. City of San Jose*, 2023 WL 4552284 (July 13, 2023), *appeal pending* No. 23-16091 (9th Cir.), and that case involved a city-imposed insurance mandate, not a State mandate. The district court there had previously recognized that an insurance mandate squarely implicated the Second Amendment’s text. *National Association for Gun Rights, Inc. v. City of San Jose*, 618 F.Supp.3d 901, 915-16 (N.D. Cal. 2022). In a subsequent decision on step two of the *Bruen* test, the court ruled there that historical surety laws were sufficiently analogous under *Bruen*. That latter holding in *City of San Jose* is simply wrong.

First, as *Bruen* explained when examining these **very same laws**, the surety statutes required “only those” “reasonably accused of intending to injure another or breach the peace” “to post bond before carrying weapons in public”—and, even then, there is “little evidence that authorities ever enforced surety laws.” 597 U.S. at 57-58. As the Court noted, the burdens imposed by surety laws “on the right to public carry” were “insignificant.” *Id.*, at 57. See also *Wrenn v. District of Columbia*, 864 F.3d 650, 661 (D.C. Cir. 2017) (noting “surety laws \* \* \* only burdened someone reasonably accused of posing a threat,” noting further that a person subject to such a bond “could go on carrying without criminal penalty”).

The insurance mandate and the firearms disqualifications imposed by this Bill, are not even remotely “comparable” to surety laws. The Bill also fails the “how and why” inquiry required by *Bruen*. The “why” of a surety law is to address a person judicially found to pose an actual threat. No such finding is required by this Bill. The “how” was merely to require an “insignificant” restriction on the right to carry in public (a bond), not to impose total firearms disqualifications on the possession and/or carry of any firearm, such as imposed by this Bill. For these reasons, the district court in *Koons* expressly rejected surety laws as analogous under *Bruen*. See *Koons*, 2023 WL 3478604 at \*38-\*41. The *Koons* court also noted that unlike the New Jersey law (and unlike this Bill) the San Jose ordinance did not impose a firearms disqualification and its firearms impoundment provision was rendered

“inoperable’ because the City of San Jose recognized that ‘there [was] no currently federal or state law authorizing the City to impound firearms’ under the local law.” Id. at \*40. The firearms disqualifications created by this Bill thus impose a far greater burdens on Second Amendment rights than at issue in *City of San Jose*.

### **The Mandated Insurance Is Not Commercially Available.**

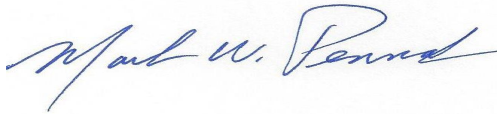
The Bill requires a wear and carry permit holder to obtain a type of insurance that is simply not available. While homeowner and rental insurance policies offers general liability insurance, such policies do not mention or address CLAIMS FOR PROPERTY DAMAGE, BODILY INJURY, OR DEATH ARISING FROM AN ACCIDENT RESULTING FROM THE PERSON’S USE OR STORAGE OF A FIREARM, the type of claim specified in this Bill. Nor do such policies necessarily offer \$300,000 in liability protection. The policies are silent on such harms. We have found no case that has applied general liability coverage language to the type of claims specified in this Bill. See, e.g., *Smith v. Stover*, 179 N.C.App. 843, 635 S.E.2d 501 (2006) (denying coverage for the use of a firearm). Indeed, carriers often exclude such claims. See, e.g., *Hunt v. Capitol Indem. Corp.*, 266 S.W.3d 341, 344 (Missouri Ct. of Apps. 2000).

But even assuming *arguendo* that insurance for renters and homeowners covers such liability, nothing in Maryland law conditions the availability of a wear and carry permit on being a renter or homeowner. Nor would such irrational discrimination against non-renters or non-homeowners be constitutional under the Second Amendment or the Equal Protection Clause of the Fourteenth Amendment. It is certainly clear that “[n]o major national or regional insurer offers separate gun liability coverage.” <https://www.forbes.com/advisor/homeowners-insurance/gun-insurance/>. In short, the Bill mandates a specific type of insurance coverage that is simply not commercially available.

There is no assurance that insurance carriers licensed to do business in this State will offer such insurance should this Bill be enacted into law. Such policies may be viewed as exposing carriers to “reputational risk” and impose difficult (if not impossible) uncertainties for calibrating risk for purpose of arriving at a premium. Indeed, New York forced insurance carriers in that State to cancel similar policies for carry permit holders because of “reputational risk.” See *National Rifle Association of America v. Vullo*, 49 F.4th 700, 706 (2d Cir. 2022), *cert. granted*, 144 S.Ct. 375 (Nov 03, 2023). Insurance carriers are, by nature, risk averse (especially where premiums are difficult to calculate) and may not wish to insure against the type of claims specified in this Bill. Nothing in this Bill would force any carrier to provide such insurance. State law may not demand the impossible or the unworkable. See, e.g., *Endrew F. ex rel. Joseph F. v. Douglas County School Dist. RE-1*, 580 U.S. 386, 393 (2017).

For all the foregoing reasons, we urge an unfavorable report.

Sincerely,

A handwritten signature in blue ink that reads "Mark W. Pennak". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Mark W. Pennak  
President, Maryland Shall Issue, Inc.  
mpennak@marylandshallissue.org

# **MCPA - MSA HB 430 Public Wearing and Carrying\_Oppo**

Uploaded by: Natasha Mehu

Position: UNF



# Maryland Chiefs of Police Association

## Maryland Sheriffs' Association



### MEMORANDUM

TO: The Honorable Luke Clippinger, Chair and  
Members of the House Judiciary Committee

FROM: Darren Popkin, Executive Director, MCPA-MSA Joint Legislative Committee  
Andrea Mansfield, Representative, MCPA-MSA Joint Legislative Committee  
Natasha Mehu, Representative, MCPA-MSA Joint Legislative Committee

DATE: February 28, 2024

RE: **HB 430 - Firearms – Liability Insurance – Public Wearing and Carrying**

POSITION: **OPPOSE**

The Maryland Chiefs of Police Association (MCPA) and the Maryland Sheriffs' Association (MSA) **OPPOSE HB 430**. This bill would require a person to have liability insurance in order to wear or carry a firearm.

Under HB 430, to wear or carry a firearm an individual must have liability insurance that covers property damage, bodily injury, or death arising from an accident resulting from the person's use or storage of a firearm of up to \$300,000 for damages arising from the same incident. Failure to obtain insurance or otherwise violate the requirement is a misdemeanor and the individual may lose the right to possess a regulated firearm, a rifle, and a shotgun. The individual may challenge being disqualified from possessing a firearm through the District Courts.

While the bill provides an exemption for members of the armed forces and federal law enforcement officers, it does not provide any exemptions for state or local law enforcement officers. This is extremely problematic as it would hurt recruitment efforts and be costly for law enforcement agencies. Carrying a gun is not optional for police officers. It is a job requirement. Across the state, agencies struggle with recruiting new officers. It will be harder to find people to work in the field if they must carry personal liability insurance out-of-pocket. That will lead to liability insurance becoming a collective bargaining chip. Officers would organize to have the agency shoulder the costs for their employees. As there are few if any insurers that provide firearm liability insurance, the costs for coverage would be significant and divert already limited resources from the agencies.

For these reasons, MCPA and MSA urge an **UNFAVORABLE** report on **HB 430**.

**2024-HB0430-UNFavUNCONSTITUTIONAL.pdf**

Uploaded by: Nelda Fink

Position: UNF

HB0430 – UNFAVORABLE UNCONSTITUTIONAL

Nelda Fink

MD District 32

Infringement of rights by creating an excessive burden for people to own and carry firearms taking away their basic right to protect themselves. McCollugh V Maryland established that “the power to tax [or make excessively expensive] is the power to control.”

This is UNCONSTITUTIONAL!

100% OPPOSE this bill.

Thank you.

Nelda Fink

# **HB0430 - MTA - Liability Insurance - Wearing and C**

Uploaded by: Pilar Helm

Position: UNF



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February 28, 2024

The Honorable Luke Clippinger  
Chair, House Judiciary Committee  
101 House Office Building  
Annapolis MD 21401

***RE: Letter of Opposition – House Bill 430 – Firearms – Liability Insurance – Public Wearing and Carrying***

Dear Chair Clippinger and Committee Members:

The Maryland Department of Transportation (MDOT) respectfully opposes House Bill 430 and offers the following information for the Committee’s consideration.

House Bill 430 would prohibit an individual from wearing or carrying a firearm unless that person has obtained liability insurance related to the wearing and carrying of that firearm. As drafted, there is no exemption for public employees and the Maryland Transit Administration Police Force (MTAPF) and Money Runners, both of whom carry firearms, would need to obtain these insurance requirements to continue to perform their necessary duties.

It is not clear if the MTA or the individual would be responsible for the purchase of the insurance. Should it be the MTA, there would be a significant fiscal impact that the MTA has not previously accounted for; if it were the individual, this could negatively impact recruitment and retention efforts, making it difficult for the MTA to fill its current vacancies and ensure safety for transit riders.

For these reasons, the Maryland Department of Transportation respectfully requests the Committee grant House Bill 430 an unfavorable report.

Respectfully submitted,

Melissa Einhorn  
Director of Governmental Affairs  
Maryland Transit Administration  
410-767-0820

Pilar Helm  
Director of Government Affairs  
Maryland Department of Transportation  
410-865-1090

# **I am sharing 'Witness Testimony 2024 a' with you.p**

Uploaded by: Randall Morris

Position: UNF

To whom it may concern

Re: HB0430 Firearms - Liability Insurance - Public Wearing and Carrying

My name is Randall Morris and I am a Maryland Qualified Handgun Instructor, a NRA Certified Pistol Instructor and a NRA Certified Range Safety Officer

I find this bill highly unfavorable and unconstitutional.

This bill requires persons to get insurance for even taking a firearm to the range, this is a form of economic and social discrimination on the lower and lower middle class.

While I am sure the insurance industry is thrilled at all the new mandated customers and new profits, it is a financial burden that many law abiding citizens cannot afford.

Felons with firearms (which are responsible for these gun crimes in Maryland) will not go out and purchase this insurance, nor will it dissuade them from carrying their illegal firearms

Again I find this bill highly unfavorable.

Sincerely,  
Randall Morris

**HB 430 public testimony 26 Feb 24.pdf**

Uploaded by: Randolph Sena

Position: UNF

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February 13, 2024

Randolph Sena

Hughesville Maryland 20637

To: Maryland, General Assembly:

Subject: opposed to HB 430 Firearms – Liability Insurance – Public Wearing and Carrying

Randolph Sena resident Charles County, retired veteran, and an inspector general, I am opposed to HB 430.

Confining the right to “bear” arms to only those citizens with “Liability Insurance” seeks to nullify the Second Amendment’s and directly targets law-abiding, adult citizens who are part of “the people” whom the Second Amendment protects. This legislation disproportionately impacts citizens exercising their Second Amendment based on their ability to afford “Liability Insurance”. The requirement of “Liability Insurance” as applied in HB 430 specifically to wearing or carrying a firearm under certain circumstances unless the person has “obtained certain liability insurance” related to wearing and carrying a firearm;” is analogous to “proper cause” standard that was found unconstitutional in the SCOTUS opinion in, NEW YORK STATE RIFLE & PISTOL ASSN., INC. v. BRUEN.

To quote JUSTICE THOMAS delivering the opinion of the Court, in NEW YORK STATE RIFLE & PISTOL ASSN., INC. v. BRUEN, directly stated “Constitutional rights are enshrined with the scope they were understood to have when the people adopted them.” There is no such requirement analogous or other wise infringing on the rights of the people then, nor should you impose this one now.

As legislators you should not have any motivation to create or enact unconstitutional laws. Your oath of office mandates your support and defense of the US Constitution. HB 430 is a direct violation of the US Constitution, Second Amendment and supporting this legislation a violation of your oath of office.

In closing I will remind you “That the provisions of the Constitution of the United States, and of this State, apply, as well in time of war, as in time of peace; and any departure therefrom, or violation thereof, under the plea of necessity, or any other plea, is subversive of good Government, and tends to anarchy and despotism.” - MD declaration of rights statute §44.” the rights of people under any plea of necessity Shall prevail.

I respectfully request you return an UNFAVORABLE report on HB 430.

# **HB0430 Testimony.pdf**

Uploaded by: Richard Rosa

Position: UNF

This bill is yet another proposed "tax" on the hard working citizens of Maryland, by mandating that they purchase firearms liability insurance. Not only that, but it specifically taxes law abiding firearms owners. Criminals do not abide by laws and would not therefore purchase firearms liability insurance.

This bill proposes liability insurance to cover property damage, bodily injury, or death arising from an accident resulting from the person's use or storage of a firearm.

This bill's sponsor needs to provide objective data showing how many incidents of ACCIDENTAL property damage, bodily injury, or death occur in the state of Maryland ever year due to firearms. I suspect this is a low number, and therefore this proposed bill would be a financial windfall for insurance companies! Perhaps the insurance companies have been lobbying for this bill.

I reside in Maryland and have been a law abiding firearm owner for over 40 years. I have never caused property damage, bodily injury, or death from my use of a firearm. Now imagine that I was forced to purchase this liability insurance for the past 40 years. As an example, if I was forced to pay \$500 a year for this insurance, I would have had my bank account emptied of \$20,000 over this 40 year period. This is outrageous.

Please OPPOSE HB0430.

**hb0430\_kasuba\_UNFAVORABLE.pdf**

Uploaded by: Thomas Kasuba

Position: UNF



Please **OPPOSE HB 430**  
Firearms – Liability Insurance – Public Wearing and Carrying

We've all probably heard someone say: "Why do people worry about shoplifting? The store has insurance." Does having insurance perhaps influence a person to be more reckless and non-caring than they might otherwise be if they had to face the full consequences of their actions and decisions? This bill has a strong "be careful what you wish for" aspect that one should seriously contemplate.

The bill does not take into consideration self-insurance. What if a person is wealthy and is essentially self-insured? Why do they need to purchase something they don't need.

What is plainly evident to see is the dredging up of an excuse to strip people of their firearm rights. People behind such bills might think they are being 'clever' by hiding behind enough plausible denial but we are astute enough to see through such a rouse. Hey, I have had a professional career of 37 years working with 3 letter agencies so I know a thing or two about "plausible deniability."

Lastly, you know that this will be legally challenged given the Supreme Court *Bruen* decision which essentially said that a government must affirmatively prove that its firearms regulation is part of the historical tradition. I highly doubt you will be able to dredge up a historical tradition of forcing people to purchase an insurance policy.

Thomas J. Kasuba (registered Democrat)  
2917 Rosemar Drive  
Ellicott City, MD 21043-3332  
tomkasubamd@netscape.net  
301-688-8543 (day)  
January 24, 2024