

# Shooting Insurance Policy Summary

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The following summary does not contain the full terms and conditions of the policy which can be found in the insuring document, a copy of which is available on request. The summary does not form part of Your policy. You need to keep us informed about any changes in Your circumstances, so that, in the event of a claim, You still have adequate and valid insurance cover.

#### **1** About the Insurer

This insurance is underwritten by XL Catlin Insurance Company UK Ltd., under a facility administered by SportsCover Direct. XL Catlin Insurance Company UK Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

# 2 Cooling Off

If You decide that You do not wish to proceed then You can cancel the policy by notifying SportsCover Direct within fourteen (14) days of either the date You receive Your insurance documentation or the start of the policy period whichever is the later. Provided You have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

# 3 Cancellation

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by You to pay the premium, by writing to You. Any return premium due to You will depend on how long the policy has been in force and whether You have made a claim. A fee will be charged by SportsCover Direct for the insurance that has been in force in the event of cancellation in accordance with the following Schedule of Fees:

Fee Description	Amount
Cancellation	Lesser of £20.00 or 30% of Insurance cost / unpaid premium
Forced cancellation	Lesser of £25.00 or 30% of Insurance cost / unpaid premium

# 4 Law, Jurisdiction and Language

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

# 5 Type of Insurance and Duration

This is a Sports Shooting Insurance policy for individual amateur shooters and will run between the dates shown in the Schedule as the period of insurance.

# **6** Eligibility

This Policy is only available to persons who are residents of the United Kingdom.



# 7 Operative Time

This policy is only operative at the following times during the period of insurance:

- (a) Section A at any time;
- (b) Sections B,C,D,E,F,G,H and I whilst Shooting or attending a Shooting Event, including travel to and from such event and only from the time You leave Your residence, place of work, place of education or hotel or other accommodation, whichever is the later, until Your return,

but always within the Territorial Limits stated in the schedule. Where cover is provided outside of the United Kingdom, then the period overseas is limited to a maximum of one hundred and twenty (120) days within the Period of Insurance.

#### 8 Coverage Sections

The policy provides cover subject to its full terms and conditions for loss or damage sustained by You and liability incurred by You under nine (9) Sections on a selective basis, depending on those Sections activated by You, as follows.

The most we will pay is the maximum limit stated in the schedule.

# **Section A - Shooting Equipment**

Cover for the cost of restoring, repairing or replacing Shooting Equipment owned by You following accidental loss, accidental damage or theft.

Replacement will be with Shooting Equipment of the same or similar specification and quality without any deduction for wear and tear unless the Shooting Equipment is over three (3) years old in which case cover will be provided on an indemnity value basis.

This section extends to include the cost of replacing Shooting trophies, cups and awards, following accidental loss, accidental damage or theft which belong to You or for which You are legally responsible but if capable of being repaired the cost of repair, whichever is the least.

Cover excludes loss, accidental damage, or theft of, or to Shooting Equipment:

- (a) which has not been reported to the police as soon as practicably;
- (b) which is subject to malicious damage;
- (c) where hired, loaned or entrusted to You;
- (d) whilst in transit which has not been reported to the carrier and evidence obtained;
- (e) which is placed in a locked boot or a covered luggage area, unless all the vehicle's security devices are fully enabled and there is evidence of forced entry which is verified by a police report;
- (f) by scratching, denting, Wear and Tear, moth, vermin, atmospheric or climatic conditions, deterioration or mechanical deterioration of any kind;

(g) which are Business samples, goods, or tools of trade.



# **Section B - Shooting Equipment Hire**

In the event of a valid claim under Section A - Shooting Equipment, we will cover the cost of temporary hire of Shooting Equipment of similar specification for the period of time that Your Shooting Equipment is being repaired or until Your claim is settled, whichever is the earlier.

Any Shooting Equipment hired shall be of a comparable kind to and not substantially better than that lost or damaged and You will take all practical steps to minimise the amount of hire charges incurred.

# **Section C - Public Liability**

We will pay for Your personal legal liability which You are legally obligated to pay in compensation to others, that arises as a direct result of bodily injury, illness or disease or damage to property happening during the period of insurance and caused by an accident during the operative time.

In addition, we will pay legal costs and expenses awarded against You or incurred by You with our written agreement.

Cover excludes:

- (a) Damage to property:
  - The cost of putting right any defect, alleged defect and/or the cost of maintenance and normal redecoration;
  - Damage to property belonging to You, in Your care or in the care of Your domestic or business employees;
  - Your ownership of, occupation of, possession of or use of any land; or
  - Loss of Damage to Shooting Equipment hired, loaned or entrusted to You.
- (b) Bodily injury:
  - Bodily Injury to or illness contracted by You, Your Family, any permanent member of Your household or any person employed by You other than a person who is temporarily employed as a caddy;
  - The transmission of any communicable disease or virus; or
  - Any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation.
- (c) Contractual Liability;
- (d) Animals and Pets;
- (e) Business, Trade or Professional Risks.



# **Section D - Third Party Property Damage**

We will provide cover for any non-negligent loss or damage to the property of others that You may cause by accident.

Settlement shall be considered without legal liability or negligence being proven or court action otherwise being taken.

Cover excludes loss, accidental damage, or theft of, or to Shooting Equipment where hired, loaned or entrusted to You.

# **Section E - Personal Accident**

We shall pay You the amount stated in the Table of Benefits if You sustain a bodily injury caused by an accident which shall solely and independently of any other cause result in a claim under any of the items described in the Table of Benefits for:

- (a) Death
- (b) Loss of Limb (one or more)
- (c) Permanent, total and irrecoverable Loss of Sight in:
  - both eyes
  - one eye
- (d) Permanent, partial and irrecoverable Loss of Sight in:
  - both eyes
  - one eye
- (e) Permanent total Disablement

We may ask You to attend one or more medical examinations.

For persons aged eighty (80) and over, the amount payable for items (a), (b), (c) and (d) is limited to 50% and there is no cover under item (e).

For Children, the amount payable for item (a) is limited to 50%.

Cover excludes:

- (a) Death or Bodily Injury sustained after one hundred and eighty (180) days from the date of the Accident;
- (b) Where You were aware of any existing medical condition or set of circumstances that could reasonably be expected to give rise to a claim;
- (c) You deliberately or recklessly exposed Yourself to danger (other than in an attempt to save human life);
- (d) Flying, unless You are a fare-paying passenger on a commercial flight;
- (e) Death by suicide, attempted suicide or intentional self-injury;
- (f) Any degenerative condition, medical condition, physical impairment or disablement;



- (g) A Gradually Operating Cause or which results in a diagnosis of fibromyalgia, myalgic encephalomyelitis, chronic fatigue syndrome, post-traumatic stress disorder or other anxiety disorder, any mental disorder or any disease of the nervous system; or
- (h) sickness or disease.

# **Section F – Hospitalisation**

We will pay You per Day as a result of having sustained a Bodily Injury where You are admitted to Hospital as an in-patient on the recommendation of a Qualified Medical Practitioner for a period of days stated in the Schedule.

Cover excludes:

- (a) Any self-inflicted injury or attempted self-injury;
- (b) Any examination for check-up purposes;
- (c) Any condition that originated prior to the accident causing bodily injury.

We may ask You to attend one or more medical examinations.

# **Section G - Dental and Optical Treatment**

We will cover You in respect of Dental Injury Expenses and Optical Injury Expenses incurred for a period of up to twelve (12) months following the date of injury.

Cover excludes:

- (a) Any claims that did not result from an accident;
- (b) Self-inflicted injury or attempted self-injury;
- (c) Any examination for check-up purposes;
- (d) Any condition that originated prior to the accident causing bodily injury;
- (e) Any claims which has not manifested within seven (7) days of the date of the accident.

We may ask You to attend one or more medical examinations.

# **Section H - Loss of Shooting Event Fees**

We will pay You in respect of the non-refundable portion of Your Shooting Event entry fee following Your non-attendance at or during a Shooting Event due to an unexpected, unforeseen sickness or accidental bodily injury. Cover under this Section is only provided for You.

A Qualified Medical Practitioner's written advice must be obtained within twenty-four (24) hours of the tournament start date or withdrawal date (or as soon as practicably possible), confirming that You are or were unable to play.

You must also provide evidence pre event registration and evidence that entry fees having been paid to the organiser and written confirmation that they are non-refundable

We may ask You to attend one (1) or more medical examinations.



# **Section I - Gun Dog Veterinary Fees**

We will pay You up to the Maximum Limit as stated in the Schedule for veterinary fees incurred which are verified by a bill or invoice where Your Dog requires treatment at a Veterinary Clinic as a result of having sustained an Animal Injury during the Operative Time, within the Territorial Limits and Period of Insurance;

Cover excludes any treatment caused by or resulting from the following:

- (a) Any intentional injury to the Dog;
- (b) Any examination for check-up or routine purposes;
- (c) Any physical injury that originated prior to the Accident causing Animal Injury;
- (d) Any sickness or illness of the Dog unless arising out of the Animal Injury;
- (e) Veterinary treatment not performed at a Veterinary Clinic;
- (f) Euthanasia of the Dog.

We may ask You to accompany Your Dog to attend one (1) or more veterinary examinations at Our own expense, We will also cover Your travel expenses to and from the examination if these expenses are agreed by Us in advance. If You fail to attend without reasonable cause, then it may impact Your ability to make a claim;

You must provide copies of all invoices to Us in respect of which the claim has been made.

#### 9 General Exclusions

The policy contains certain exclusions which apply to all Sections. These relate to Confiscation, Costs and Expenses Costs incurred by You, Deliberate or Reckless Acts or Damage, Fines and Penalties, Firearms Licencing Law, Gradual Loss or Damage, Loss or Damage, Mechanical Vehicles, Pollution, Pressure Waves, Professional Shooter, Radioactive Contamination, Terrorism and War Risks.

# **10** Policy Conditions

The policy contains certain conditions which apply to all Sections. These include, but are not limited to, Cancellation, Sanctions, Subrogation (which confirms our entitlement to exercise Your rights against any other parties if we have paid a claim under the policy), and Insured's Obligations.



# **11** How to make a claim

The policy contains important requirements in relation to the notification of claims. Please make sure You read and understand those requirements because we may refuse to pay Your claim if You do not comply with them. Claims are to be notified to:

Woodgate and Clark Limited The Red House King Street West Malling Kent ME19 6QT Email: shooting@woodgate-clark.co.uk Telephone Number: +44 (0)1732 520273

#### **12** How to make a complaint

We are dedicated to providing a high quality service and we want to ensure that this is maintained at all times.

If You have any questions or concerns about the policy or the handling of a claim, please contact SportsCover Direct Insurance through whom this insurance was arranged.

If You wish to make a complaint You can do so at any time by referring the matter to:

Complaints Manager XL Catlin Insurance Company UK Ltd. 20 Gracechurch Street London EC3V 0BG E-mail: xlcatlinukcomplaints@xlcatlin.com Telephone Number: +44 (0)20 7743 8487

If You remain dissatisfied after the Complaints Manager has considered Your complaint, or You have not received a final decision within eight (8) weeks, You can refer Your complaint to the Financial Ombudsman Service at:

Exchange Tower London E14 9SR			
E-mail:	complaint.info@finan	cial-ombudsman.org.uk	
From within the Unite	d Kingdom		
Telephone Number:	0800 0234 567	(free for people phoning from a "fixed line", for example, a landline at home)	
Telephone Number:	0300 1239 123	(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)	
From outside the United Kingdom			

Telephone Number: +44 (0)20 7964 0500



The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: <u>www.financial-ombudsman.org.uk</u>

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Catlin Insurance Company UK Ltd. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <u>http://ec.europa.eu/odr</u>

# **13** Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations, full details can be found on their website at <u>www.fscs.org.uk</u>.

# **14** Accessibility

This document and any other documentation in respect of this policy can provided to You in Braille, large font or audio. If You require any of these formats please ask Your broker or insurance advisor.

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