

Shooting Insurance Policy Wording



Table of Contents

| | |
|-----------------------------------------------------|-----------|
| 1. Introduction | 2 |
| 2. General Definitions | 8 |
| 3. General Conditions | 11 |
| 4. General Exclusions | 13 |
| 5. Claims | 15 |
| 6. Section A - Shooting Equipment | 16 |
| 7. Section B - Shooting Equipment Hire | 17 |
| 8. Section C - Public Liability | 18 |
| 9. Section D - Third Party Property Damage | 20 |
| 10. Section E - Personal Accident | 21 |
| 11. Section F - Hospitalisation | 24 |
| 12. Section G - Dental and Optical Treatment | 25 |
| 13. Section H - Loss of Shooting Event Fees | 27 |
| 14. Section I - Gun Dog Veterinary Fees | 28 |



address: Belmont House, High Street, Lane End, High Wycombe, Bucks, HP14 3ER
email: contact@sportscoverdirect.com
phone: 01494 484800

1. Introduction

This **Policy** is a contract between **You** and **Us**. It is arranged through SportsCover Direct on **Our** behalf.

This **Policy** consists of this document, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this **Policy**, certain words or phrases are specially defined. In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this **Policy**, against the events set out in the Insuring Clause and during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact SportsCover Direct through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a Claim.

1.1 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the **Policy** and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact SportsCover Direct through whom this **Policy** was arranged.

1.2 Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (together, “**we**”, “**us**” or the “**Insurer**”) collect and use the personal information of insureds, claimants and other parties (“**you**”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@xlcatalin.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

1.3 **Third Party Rights**

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.4 **Law and Jurisdiction**

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

The language of this **Policy** and all communications relating to it will be in English.

1.5 **Cancellation and Cooling Off Period**

(a) **Your Right to Cancel during the Cooling-Off Period**

(i) **Applicable to policies of thirty-one (31) days or more**

You are entitled to cancel this policy by notifying **Us** within fourteen (14) days of either:

1. the date **You** receive this policy; or
2. the date **You** make a payment for this policy

whichever is the later.

A full refund of any premium paid will be made unless **You**:

1. have made a **Claim** or are aware of any circumstances that may lead to a **Claim** being made against **You**;
2. are cancelling after the commencement of a trip, or activity for which the cover under this policy is provided

in which case the full annual premium is due. Where **You** pay the premium by instalments, **We** may deduct any outstanding amounts from any **Claim** **We** agree to pay.

(ii) **Applicable to policies of thirty (30) days or less**

There is no entitlement to cancel this policy for a full refund because all periods of cover will have ended within a period of thirty (30) days from the start of **Your Period of Insurance**.

(b) **Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** or had a claim made against **You**, in which case the full annual premium is due to **Us**.

You will be charged a Cancellation fee as stated in the Schedule of Fees by SportsCover Direct in the event **You** cancel the policy. Where **You** pay the premium by instalments, **We** may deduct any outstanding premium amounts from any claim **We** agree to pay or **We** may require you to pay the outstanding premium in full.

(c) **Our Right to Cancel**

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** or had a claim made against **You** in which case the full annual premium is due.

Where **You** pay the premium by instalments and an instalment remains unpaid after SportsCover Direct have attempted to make contact with **You** for a period of fourteen (14) days **You** will be charged the Failed Payment Communication Fee stated in the Schedule of Fees by SportsCover Direct. After fourteen (14) days, **We** may cancel this Policy and backdate the cover in proportion to the premium paid, including a deduction from the premium paid of the Forced Cancellation Fee stated in the Schedule of Fees charged by SportsCover Direct. If **Your** initial instalment has not been paid, this Policy will be considered cancelled from the start of **Your Period of Insurance** and **We** will not pay handle any claims under this Policy.

1.6 **Information You Have Given Us**

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all Claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any loss and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any Claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding Claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or

- (2) give **You** notice that **We** will treat this **Policy** and any future Claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.7 **Changes We Need to Know About**

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any Claim **You** make or could result in **Your** insurance being invalid.

1.8 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent Claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the Claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the Claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and.
- (ii) **We** need not return any of the premium paid.

1.9 **Sanctions**

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any **Loss** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.10 **Complaints Procedure**

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the **Policy** or the handling of a Claim please contact SportsCover Direct through whom this **Policy** 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 Limited.
20 Gracechurch Street, London EC3V 0BG
Telephone Number: 020 7743 8487

E-mail: xlcatlinukcomplaints@xlcatlin.com

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@financial-ombudsman.org.uk

From within the United 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 1000

Fax Number: +44(0)20 7964 1001

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: www.financial-ombudsman.org.uk

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 Limited. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

1.11 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 under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

1.12 Eligibility

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

To persons defined as Insured under the Schedule

1.13 Regulatory Information

(a) XL Catlin Insurance Company UK Limited.

XL Catlin Insurance Company UK Limited. are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered office: 20 Gracechurch Street, London, EC3V 0BG
Registered in England No. 5328622.

(b) **SportsCover Direct Ltd.**

SportsCover Direct Ltd. are Authorised and Regulated by the Financial Conduct Authority (Firm Reference No. 309959)

Registered office: Belmont House, High Street, Lane End, Buckinghamshire, HP14 3ER

Registered in England No. 2586372

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

2. General Definitions

The words and phrases appearing in this **Policy** in bold type with a capital letter have special meanings and are defined below. Plural forms of the words defined have the same meaning as the singular form. Certain Sections also contain additional definition specific to that Section.

- 2.1 **Accident or Accidental** means a sudden, unexpected and specific event occurring at an identifiable time and place.
- 2.2 **Bodily Injury** means an injury to the body caused by **Accidental**, violent, visible and external means. Please refer to Sections 5 and 6 for the specific definitions relating to those sections.
- 2.3 **Ceased To Trade** means in relation to **Self Employed**, their business ceasing to trade as a direct result of it being unable to pay its debts as and when they fall due and has been so declared to HM Revenue & Customs.
- 2.4 **Children** mean a person or person(s) who is eighteen (18) years of age or under and in full time education.
- 2.5 **Employed/Employment** means gainful Permanent Employment, Contract Employment or Self Employment within the United Kingdom for a minimum of twenty five (25) hours per week and paying the appropriate National Insurance contributions.
- 2.6 **Endorsement** means a change or variation of the terms, conditions and/or exclusions of this **Policy**, as stated in the **Schedule**.
- 2.7 **Excess** means the amount shown on the **Schedule** which will be deducted from any claims settlement **We** make.
- 2.8 **Family** means **Your Spouse** and **Your Children**, or **Children** of those individuals.
- 2.9 **Gun(s)** means a barreled weapon of any description from which a bullet or other missile can be discharged.
- 2.10 **Insured Person** means any person shown in the **Schedule** as being an insured person and, where applicable, the insured person's legal personal representatives. Cover for the **Insured Person** applies until the end of the **Period of Insurance** or the date on which the **Policyholder** cancels the **Policy**, whichever occurs first.
- 2.11 **Limit of Liability** means the maximum amount **We** will pay in the event of a claim, as shown in the **Schedule**.
- 2.12 **Operative Time** means:
- (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 last **You** leave from, until **You** return.

But always within the **Territorial Limits**.

- 2.13 **Personal Possessions** means clothing, baggage and items worn, used or carried by **You** including furs, spectacles, contact lenses and hearing aids, photographic, mobile communication and computer equipment, pedal cycles, other sports equipment and specialist clothing and other similar items all belonging to **You** or for which **You** are legally responsible which are normally carried away from **Your** residence but excluding money, credit, debit or store cards.
- 2.14 **Policy** means this document of insurance together with the **Schedule** and any applicable **Endorsements**.
- 2.15 **Policyholder** means the person who purchased this **Policy** and is named in the **Schedule** as the **Policyholder** and, where applicable, the **Policyholder's** legal personal representatives.
- 2.16 **Professional Shooter** means a person who earns more than 50% of their income from undertaking **Shooting activities** or instruction of the same.
- 2.17 **Qualified Medical Practitioner** means a registered medical practitioner, who is not an **Insured Person** or related to an **Insured Person**, who is currently registered with the General Medical Council in the United Kingdom to practice medicine.
- 2.18 **Road** means a public highway which the public has access which includes bridges over which the **Road** passes.
- 2.19 **Self Employed** means **You** are actively working alone or with others (whether in a partnership or as a member of a limited liability partnership) and paying Class 2 National Insurance contributions and being assessable to Income Tax under Schedule D Case I / II.
- 2.20 **Schedule** means the document attached to this **Policy** entitled "**Schedule**".
- 2.21 **Shooting Activities** means being physically engaged in a shooting discipline organised by a third party at a **Shooting Venue** which is a recognised activity of a **United Kingdom** National Governing Body of Sport and where these Shooting Activities are less than 50% of **Your** income.
- 2.22 **Shooting Equipment** means **Guns**, sights, ammunition, GPS equipment, clothing, footwear and accessories specifically designed and purchased for use whilst undertaking **Shooting Activities**.
- 2.23 **Shooting Venue** means a purpose built venue or an area where permission has been obtained from the land owner, tenant or occupier to undertake **Shooting Activities**.
- 2.24 **Spouse** means **Your** husband or wife or live-in partner.
- 2.25 **Territorial Limits** means the geographic regions stated as being covered on the **Schedule**. However, 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**.
- 2.26 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2.27 **Unemployment/ Unemployed** means **You** are entirely out of **Work** and being registered for **Work** with The Department for Work and Pensions and in receipt of Job Seekers Allowance (or the equivalent benefit should this change). **You** must provide evidence of Actively Seeking **Work**. If **You** are ineligible for Job Seekers Allowance, **We** will waive the requirement to be in receipt of this provided **You** are receiving National Insurance Credits.

If **You** are a Company Director **Your** company must have been wound up by a creditor who is not a director of that company.

If **You** are **Self Employed Your** business must have totally and permanently **Ceased to Trade** as a direct result of it being unable to pay its debts as and when they fell due, has been declared to HM Revenue and Customs and **You** are actively seeking **Work**.

- 2.28 **War** means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- 2.29 **We/Us/Our** means XL Catlin Insurance Company UK Limited.
- 2.30 **Wear and Tear** means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.
- 2.31 **Work/Worked** means gainful **Employment** either full-time, part-time or a zero-hour contract.
- 2.32 **You/Your** means the person or entity stated as insured on the **Schedule**.

3. General Conditions

3.1 Interest on Amounts Payable

We will not pay any interest on any amount payable under this **Policy**.

3.2 Other Insurances

If at the time of any **Accidental** loss, damage or liability covered by this **Policy** there is any other insurance covering the same **Accidental** loss, damage or liability, **We** will pay only the rateable proportion of the loss that the **Maximum Limit** under this **Policy** bears to the total amount of insurance covering the loss.

3.3 Our Rights after a Claim

We have the right to:

- (a) Take over and conduct in **Your** name the defence or settlement of any claim;
- (b) Prosecute in **Your** name to recover at **Our** expense and for **Our** own benefit any claim for reimbursement or for damages against any other persons or for payment **We** have made under this **Policy**; and
- (c) Inspect damaged property should **We** wish to do so.
- (d) Obtain from **You**, relevant proof of purchase for any items lost or damaged in the form of either:
 - (i) An original sales purchase or till receipt;
 - (ii) A Bank or Credit Card statement confirming evidence of purchase;
 - (iii) An original valuation that was undertaken prior to any loss or damage from the place of purchase or origin;

In the absence of one (1) or more of the above or where proof of ownership cannot be determined, at our option **We** may settle the claim on the basis of the current value of the item(s) at the time of loss or damage.

3.4 Your Duty of Care

It is **Your** duty to take all practical steps to:

- (a) Prevent or minimise **Accident**, injury, illness, loss or damage;
- (b) Safeguard **Your** property ensuring that every item is afforded a reasonable level of care and protection commensurate with its value;
- (c) Recover any property covered by this **Policy**; and
- (d) Maintain **Your** property in good condition and repair.

3.5 Your Duty When You Have a Claim or Possible Claim

If **You** wish to claim under **Your Policy** **You** must comply with the conditions outlined in the Claims section at the start of this **Policy**, and with these General Conditions and Exclusions, all of which are conditions of the **Policy**. Failure to comply with any of these conditions may impact upon whether **We** pay a claim made under this **Policy** or the amount **We** pay to **You** in the event of a claim.

You must notify **Us** as soon as reasonably possible after the event which causes any potential claim. Failure to do so may result in **Our** rejection of the claim

We will ask for information as evidence in support of the claim at no expense to **Us**, including information to show that a **Bodily Injury** is a result of an **Accident**. If the information supplied is insufficient, **We** will identify what further information is required. If **We** do not receive the further information requested, the claim could be rejected.

3.6 **If Your property is lost, stolen, vandalised or maliciously damaged You must:**

- (a) Promptly inform the police and if required any other authorities; and
- (b) Obtain an incident report number and appropriate report.

3.7 **For public liability claims You must:**

- (a) As soon as practicably possible send to **Us** (unanswered) every statement of claim, legal process or other communication **You** receive about the claim.
- (b) **You** must not negotiate, pay, settle, admit to or deny any claim without **Our** written agreement.

If **You** fail to comply with any obligation to act in a certain way specified in this **Policy** this may prejudice **Your** ability to recover under any claim.

4. General Exclusions

The following exclusions are applicable to the entire **Policy** unless stated otherwise.

We shall not be liable for loss or damage, illness, **Accident**, liability or any expense whatsoever relating to or arising from:

4.1 **Confiscation**

Confiscation or detention by Customs or other officials.

4.2 **Costs and Expenses Costs incurred by You:**

- (a) Preparing the evidence for and submission of **Your** claims;
- (b) Resulting from unlawful activities or criminal proceedings; or
- (c) Complying with any government or local authority requirements notified to **You** before the loss or damage occurred.

4.3 **Deliberate or Reckless Acts or Damage**

Any deliberate, reckless or malicious act including the direct or indirect consequences of assault or alleged assault by **You**.

4.4 **Fines and Penalties**

Any fine or penalty **You** may incur whilst at a **Shooting Event**.

4.5 **Gradual Loss or Damage Loss or damage caused by:**

- (a) **Wear and Tear**, scratching, denting or depreciation;
- (b) the process of cleaning or maintaining the **Gun** unless You comply with the manufacturer's recommendations and use appropriate chemicals, cleaning materials or tools for the **Gun**,
- (c) the process of washing, repairing or restoring any article;
- (d) atmospheric, climatic or weather conditions or the action of light;
- (e) rot, fungus, mould, damp or rust;
- (f) vermin, insects or infestation; or
- (g) cosmetic damage where the operation, function and safety is not affected;
- (h) barrel blow out unless you have carried out regular and appropriate maintenance of the **Gun** in accordance with the manufacturer's recommendations;
- (i) inappropriate use of ammunition;
- (j) Participation in any historical re-enactment;
- (k) other gradual deterioration.

4.6 **Firearms Licencing Law**

Any failure by **You** to conform with the Firearms licensing law 2016 or any or any subsequent amending legislation;

4.7 **Mechanical Vehicles**

Mechanical vehicles include:

- (a) Any mechanically or electrically propelled vehicles; or
- (b) Any machine being used other than for its intended use or for racing, pace making, trials or competitions.

4.8 **Pollution**

Pollution or contamination of air, water or soil which **You** cannot prove to **Our** satisfaction was caused by a sudden identifiable, unintended and unexpected incident that took place in its entirety at a specified time and place.

4.9 **Pressure Waves**

pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

4.10 **Professional Shooter**

the activities of a **Professional Shooter** or any person(s) undertaking vermin or pest control in a professional capacity.

4.11 **Radioactive Contamination**

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.

4.12 **Terrorism**

any acts of **Terrorism**.

4.13 **USA and Canada Exposure**

or in connection with the USA or Canada.

4.14 **War Risks**

War or any action taken to control, prevent, suppress or in any way relating to **War**.

5. Claims

5.1 Claims Notification

Please make contact as soon as possible after the incident giving rise to the claim, to declare it:

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

5.2 Claims Conditions

- (a) **We** may ask **You** to attend one or more medical examinations. If **We** do, **We** will pay the cost of the examination(s) and for the medical reports and records. **We** will also cover travel expenses to and from the medical examination, if these expenses are agreed by **Us** in advance. However, if **You** fail to attend without reasonable cause, then **Your** claim may be rejected.
- (b) **You** must give **Us** permission to obtain medical reports or records needed to investigate **Your** claim from any **Qualified Medical Practitioner** who has treated **You**; otherwise **We** may not pay the claim.
- (c) If **You** have a pre-existing medical condition or physical impairment **We** may ask an independent **Qualified Medical Practitioner** to assess how this contributes to the claim as there is no cover under this **Policy** in respect of pre-existing medical conditions or physical impairments.
- (d) If **You** die during the **Period of Insurance**, **We** have the right to ask for a post-mortem examination at **Our** expense. If this is refused, it may impact **Your** ability to make a claim.

5.3 Claims Settlement Conditions

- (a) If **We** have replaced any lost or damaged item or collection of **Shooting Equipment We** will own and have the right to take possession of such lost or damaged item or collection of **Shooting Equipment** should such item subsequently be found or recovered. No admission, offer, promise, payment, or reimbursement shall be made or given by **You** or on **Your** behalf without **Our** written consent.

5.4 Application Of Excess

- (a) Before payment of any claim, the **Excess** (where applicable) as stated in the **Schedule** will be deducted from any amount payable.
- (b) All claims arising out of one incident or series of related incidents of loss or damage will be treated as one claim.

5.5 Reduction Of Maximum Limit

The **Maximum Limit** will not be reduced after the payment of a valid claim, provided **You** carry out any recommendations **We** make to reduce any further loss, damage or injury.

6. Section A - Shooting Equipment

6.1 What is Covered under this Section

We will pay the cost of restoring, repairing or replacing **Shooting Equipment** owned by **You** following **Accidental** loss, **Accidental** damage or theft during the **Period of Insurance**.

We will pay the full either:

- (a) the cost of replacing the **Shooting Equipment** as new at the date of the loss; or
- (b) if capable of being repaired the cost of repair;

whichever is the least, up to a **Maximum Limit** of £10,000 any one item

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. The claim settlement shall take into account any discount that would have been available to **Us** if **We** had exercised **Our** right to purchase replacement **Shooting Equipment** using a supplier determined by **Us**.

6.2 Limit of Liability under this Section

We will pay up to but not exceeding the **Maximum Limit** stated in the **Schedule** for **Shooting Equipment**.

However, sub limits apply to **Personal Possessions** and Trophies, Cups and Awards as stated in the **Schedule**. The most **We** will pay is the **Maximum Limit** stated in the **Schedule**. **We** will not pay any more than £10,000 for any single article.

6.3 Additional Extension Applicable to this Section

We will also pay up to the sub limit stated in the **Schedule** for the cost of replacing shooting trophies, cups and awards, following **Accidental** loss, **Accidental** damage or theft during the **Period of Insurance** 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.

6.4 Additional Exclusions – What is Not Covered under this Section

In addition to the General Exclusions, **We** shall not cover **You** for any loss, **Accidental** damage or theft arising out of, contributed to by:

- (a) **Shooting Equipment** which was hired, loaned or entrusted to **You**;
- (b) malicious damage of **Shooting Equipment**, which has not been reported to the police as soon as practicably possible following discovery and the crime reference and name and address of the police station provided to **Us**;
- (c) **Shooting Equipment** in transit which has not been reported to the carrier and evidence obtained;
- (d) theft from an unattended motor vehicle unless the **Shooting Equipment** is placed in a locked boot or a covered luggage area, all the vehicle's security devices are fully enabled and there is evidence of forced entry which is verified by a police report;
- (e) scratching, denting, **Wear and Tear**, moth, vermin, atmospheric or climatic conditions, deterioration or mechanical deterioration of any kind; or
- (f) Business samples, goods, or tools of trade.

7. Section B - Shooting Equipment Hire

7.1 What is Covered under this Section

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.

The most **We** will pay is the **Maximum Limit** stated in the **Schedule**.

7.2 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) Any claim under this Section shall be subject to there being a valid claim under Section A "**Shooting Equipment**";
- (b) Any **Shooting Equipment** hired shall be of a comparable kind to and not substantially better than that lost or damaged;
- (c) **You** will take all practical steps to minimise the amount of hire charges incurred as a result of the loss of or damage to **Your Shooting Equipment**.

8. Section C - Public Liability

8.1 What is Covered Under this Section

We will pay up to the **Maximum Limit** stated in the **Schedule** for **Your** personal legal liability which **You** (or if **You** die **Your** personal legal representatives) 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 within the **Territorial Limits** and during the **Period of Insurance** and caused by an **Accident** during the **Operative Time**.

In addition to the **Maximum Limit** stated in the **Schedule**, **We** will pay legal costs and expenses awarded against **You** or incurred by **You** with **Our** written agreement

All claims arising out of one incident or series of related incidents will be treated as one claim.

No **Excess** will be applied to a claim made under this Section of the **Policy**.

8.2 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following additional conditions shall apply:

(a) Claims

- (i) **You** must send to **Us**, unanswered and as soon as practicably possible every statement of claim, legal process or other communication **You** receive about the claim.
- (ii) **You** must not negotiate, pay, settle, admit to or deny any claim without **Our** written agreement.

8.3 Additional Exclusions – What is not Covered Under this Section

In addition to the General Exclusions, **We** shall not be liable for:

(a) Damage to property as specified below

- (i) The cost of putting right any defect, alleged defect and/or the cost of maintenance and normal redecoration;
- (ii) Damage to property belonging to **You**, in **Your** care or in the care of **Your** domestic or business employees;
- (iii) **Your** ownership of, occupation of, possession of or use of any land; or
- (iv) Loss or damage to **Shooting Equipment** hired, loaned or entrusted to **You**.

(b) Bodily Injury

- (i) **Bodily Injury** to or illness contracted by **You**, **Your Family**, any permanent member of **Your** household or any person employed by **You**;
- (ii) The transmission of any communicable disease or virus; or
- (iii) Any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immuno-deficiency Virus) and/or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused.

(c) **Contractual Liability**

Liability under any contract unless **You** would have been liable had the contract not existed.

(d) **Animals and Pets**

Ownership, possession, custody or care of any animal other than Gun Dogs insured under Section I of this **Policy**.

(e) **Business, Trade or Professional Risks**

- (i) Any trade, business or professional activity;
- (ii) Any goods sold, supplied, repaired, renovated, restored, tested or serviced by **You** or **Your** domestic employees;
- (iii) Remedial professional or other advice or treatment given, administered or omitted by **You** or a director, partner or employee of a profession, occupation or trade; or
- (iv) Farming and keeping of farm animals and poultry.

9. Section D - Third Party Property Damage

9.1 What is covered under this Section

We will provide cover up to the **Maximum Limit** stated in the **Schedule** for any non-negligent loss or damage to the property of others that **You** may cause by **Accident** within the **Territorial Limits** during the **Operative Time** and during the **Period of Insurance**.

9.2 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) Settlement shall be considered without legal liability or negligence being proven or court action otherwise being taken;
- (b) Cover is excluded for loss or damage to **Shooting Equipment** hired, loaned or entrusted to **You**.
- (c) Despite General Exclusion 4.5, **We** will decide whether to repair, make a cash payment, or replace an item as new under this section only, subject always to the limits stated in the **Schedule**.

10. Section E - Personal Accident

10.1 Additional Definitions Applicable to This Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

- (a) **Accident or Accidental** means a sudden, unexpected and specific event external to the body occurring at an identifiable time and place.
- (b) **Bodily Injury** means an identifiable physical injury to **Your** body which is caused directly and solely by an **Accident**, is not intentionally self-inflicted and does not result from sickness or disease.
- (c) **Gradually Operating Cause** means a cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **Accident**.
- (d) **Loss of Limb** means:
 - In the case of a leg:
 - (i) Loss by permanent physical severance at or above the ankle; or
 - (ii) Permanent, total and irrecoverable loss of use of a complete leg or foot.
 - In the case of an arm:
 - (i) Loss by permanent physical severance of the four (4) fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
 - (ii) Permanent, total and irrecoverable loss of use of a complete arm or hand.
- (e) **Loss of Sight** means:
 - (i) Permanent, total and irrecoverable loss of sight:
 - (ii) in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
 - (iii) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at three (3) feet what **You** should see at sixty (60) feet).
- (f) **Permanent Total Disablement** means permanent, total and irrecoverable disablement as a result of an **Accident** which is confirmed by a **Qualified Medical Practitioner** and results in an **Insured Person's** inability to work in any gainful employment whatsoever and which in all probability will continue for the rest of their life.

10.2 What is Covered Under this Section

We shall pay **You** the amount stated in the **Table of Benefits** below if, during the **Operative Time**, within the **Territorial Limits** and the **Period of Insurance**, **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** below. The amount payable will depend on the type of cover **You** have chosen as shown in the **Schedule**.

| Item | Description |
|------|---------------------------------------------------------------------------------------------|
| (Ea) | Death |
| (Eb) | Loss of Limb (one or more) |
| (Ec) | Permanent, total and irrecoverable Loss of Sight in: a) both eyes b) one eye |
| (Ed) | Permanent, partial and irrecoverable Loss of Sight in: a) both eyes b) one eye |
| (Ee) | Permanent total Disablement |

10.3 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following conditions shall also apply:

- (a) **We** may ask **You** to attend one or more medical examinations. If **We** do so, **We** will pay the cost of the examination(s) and for any medical reports and records and **Your** travelling expenses to attend, if these expenses are agreed by **Us** in advance. If **You** fail to attend without reasonable cause, then **Your** claim may be rejected. **Bodily Injury** must be evidenced by a **Qualified Medical Practitioner**;
- (b) For **Insured Persons** aged eighty (80) and over, the amount payable for items (Ea), (Eb), (Ec) and (Ed) in the **Table of Benefits** is limited to 50% of the amount shown in the **Schedule** and there is no cover under item (Ee);
- (c) For **Children**, the amount payable for item (Ea) in the **Table of Benefits** is limited to 50% of the amount shown in the **Schedule**.

10.4 Additional Exclusions – What is not Covered under this Section

In addition to the General Exclusions, the following exclusions shall also apply:

- (a) **We** shall not pay more than one amount per **Insured Person** for **Bodily Injury** as specified by items (Ea) – (Ed) in the **Table of Benefits** and cover will stop under this section in respect of that **Insured Person** from the date of claim payment;
- (b) **We** will only pay for a **Bodily Injury** resulting in an item specified in the **Table of Benefits**. In the event that an **Insured Person** suffers a **Bodily Injury** for an item not specified in the **Table of Benefits** or an injury for part of an item specified in the **Table of Benefits**, no claim will be paid; or
- (c) **We** will not pay the benefit for both items (Ec) a) and (Ec) b), or both items (Ed) a) and (Ed) b).
- (d) **We** shall not pay any claims arising from:
 - (i) death or **Bodily Injury** sustained after one hundred and eighty (180) days from the date of the **Accident**;
 - (ii) death or **Bodily Injury** if prior to each **Accident** **You** were aware of any existing medical condition or set of circumstances that could reasonably be expected to give rise to a claim
 - (iii) **You** deliberately or recklessly exposed **Yourself** to danger (other than in an attempt to save human life);
 - (iv) manual work in connection with a profession, business or trade;
 - (v) flying, unless **You** are a fare-paying passenger on a commercial flight;

- (vi) death by suicide, attempted suicide or intentional self-injury;
- (vii) any degenerative condition, medical condition, physical impairment or disablement (as determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining a **Bodily Injury**. This will be taken into account by **Us** in assessing the amount payable;
- (viii) a **Gradually Operating Cause** or which results in a diagnosis of fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding joints, fatigue and tenderness at specific sites in the body), myalgic encephalomyelitis (muscle pains and inflammation of the brain and spinal cord), chronic fatigue syndrome, post-traumatic stress disorder or other anxiety disorder, any mental disorder or any disease of the nervous system; or
- (ix) sickness or disease.

11. Section F - Hospitalisation

11.1 Additional Definitions Applicable this Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

(a) **Bodily Injury**

Identifiable physical injury to **Your** body which is caused directly and solely by an **Accident**, is not intentionally self-inflicted and does not result from sickness or disease.

(b) **Day**

Every complete twenty four (24) hour period.

(c) **Hospital**

An institution which has accommodation for in-patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, a retirement home or an extended-care facility.

(d) **Hospitalisation**

Admission to a **hospital** as an in-patient and for at least twenty four (24) hours in a row.

11.2 What is Covered under this Section

We will pay **You** per **Day**, up to the **Maximum Limit** as stated in the **Schedule** or until **You** are discharged from **Hospital** whichever occurs first, if during the **Operative Time**, within the **Territorial Limits** and **Period of Insurance** and as a result of having sustained a **Bodily Injury** **You** are admitted to **Hospital** as an in-patient on the recommendation of a **Qualified Medical Practitioner**.

11.3 Limit of Liability Applicable to this Section

The **Maximum Limit** payable under this section per **Insured Person** is as defined in The **Schedule**;

11.4 Additional Exclusions – What is not Covered Under this Section

In addition to the General Exclusions, the following shall also apply:

(a) This **Policy** shall not cover **Hospitalisation** caused by or resulting from the following:

- (i) Any self-inflicted injury or attempted self-injury;
- (ii) Any examination for check-up purposes;
- (iii) Any condition that originated prior to the **Accident** causing **Bodily Injury**.

11.5 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) **We** may ask **You** to attend one (1) or more medical 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;

12. Section G - Dental and Optical Treatment

12.1 Additional Definitions Applicable to this Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

(a) **Accident or Accidental**

A sudden, unexpected and specific event external to the body occurring at an identifiable time and place.

(b) **Dental Injury**

Damage to permanent natural teeth (but not milk teeth) and any resulting damage to gums, caused by a force arising outside of the mouth.

(c) **Dental Injury Expenses**

The costs incurred for the treatment of **Dental Injury** including dental examination, dental treatment and dentures but not including repairs or charges paid under dental care contracts.

(d) **Optical Injury**

Damage to eye(s) caused by a force outside the optical area.

(e) **Optical Injury Expenses**

The costs incurred for the treatment of an **Optical Injury** including examinations but not including repairs or charges covered under optical care contracts.

12.2 What is Covered Under this Section

We will cover **You** in respect of **Dental Injury Expenses** and **Optical Injury Expenses** incurred from a **Dental Injury or Optical Injury** as a result of an **Accident** which occurred during the **Operative Time**, within the **Territorial Limits** and **Period of Insurance**.

We will pay **You** for a period of up to twelve (12) months following the date of **Dental Injury or Optical Injury** whichever occurs first but **We** will not pay more than the **Maximum Limit** stated in the **Schedule**.

12.3 Additional Exclusions – What is not Covered under this Section

In addition to the General Exclusions, the following shall also apply.

We shall not pay:

- (a) more than the **Maximum Limit** shown in the **Schedule**;
- (b) any claims for **Dental Injury** that did not result from an **Accident**;
- (c) any claims for **Optical Injury** that did not result from an **Accident**;
- (d) for self-inflicted injury, or attempted self-inflicted injury;
- (e) any pre-existing **Dental Injury** or **Optical Injury**;
- (f) normal **Wear and Tear**; or

- (g) any claims for a **Dental Injury** or **Optical Injury** which has not manifested within seven (7) days of the date of the **Accident**.

12.4 **Additional Conditions Applicable to this Section**

In addition to the General Conditions, the following shall also apply:

- (a) **Dental Injury Expenses** and **Optical Injury Expenses** shall only be those necessarily incurred within twelve (12) months of the date of the **Dental Injury** or **Optical Injury**;
- (b) Any dental treatment must be carried out by a dental practitioner registered with the General Dental Council (or foreign equivalent) in a dental surgery or foreign equivalent.

13. Section H - Loss of Shooting Event Fees

13.1 What is Covered Applicable to this Section

We will pay **You** up to the **Maximum Limit** stated in the **Schedule** 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** during the **Period of Insurance**.

13.2 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) Cover under this section is only provided for **You**;
- (b) A **Qualified Medical Practitioner's** written advice must be obtained within twenty four (24) hours of the event start date or withdrawal date (or as soon as practicably possible), confirming that **You** are or were unable to participate;
- (c) **You** must provide verification of **Your** pre event registration and evidence that entry fees having been paid to the organiser and written confirmation that they are non-refundable;
- (d) In the event of a claim, **We** shall ask **You** to attend one or more medical examinations at **Our** expense, **We** will also cover the travelling expenses incurred to attend 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;
- (e) Your **Shooting Event** must have been booked and paid in full at least fourteen (14) days in advance.

14. Section I - Gun Dog Veterinary Fees

14.1 Additional Definitions Applicable this Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

(a) **Animal Injury**

An identifiable external physical injury to **Your Dog** which is caused directly and solely by an **Accident**, is not intentionally inflicted by **You** or anyone accompanying **You** and does not result from sickness or disease.

(b) **Dog**

A recognised breed of Dog which accompanies **You** in **Your Shooting Activities** but excluding any animals classified under the Dangerous Dogs Act 1991 or any subsequent legislation, or cross breeds involving such animal.

(c) **Veterinary Clinic**

An institution which has facilities for diagnosis, surgery and treatment of animals.

14.2 What is Covered under this Section

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**;

14.3 Limit of Liability Applicable to this Section

The **Maximum Limit** payable under this section per **Insured Person** is as defined in the **Schedule**;

14.4 Additional Exclusions – What is not Covered Under this Section

In addition to the General Exclusions, the following shall also apply:

(a) This **Policy** shall not cover any treatment caused by or resulting from the following:

- (i) Any intentional injury to the **Dog**;
- (ii) Any examination for check-up or routine purposes;
- (iii) Any physical injury that originated prior to the **Accident** causing **Animal Injury**;
- (iv) any sickness or illness of the **Dog** unless arising out of the **Animal Injury**;
- (v) veterinary treatment not performed at a **Veterinary Clinic**;
- (vi) Euthanasia of the **Dog**.

14.5 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

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.