

INSURANCE BOOKLET

## gunplan Cover Summary

This Insurance Booklet is operative for Insurances starting or renewing from 1st November 2014 and replaces any Insurance Booklet previously issued to you.

The policy documentation comprises the Insurance Schedule and Insurance Booklet. This section of the Insurance Booklet is a summary of the terms of the Insurance and does not contain the full terms of the policy which can be found in this Insurance Booklet.

### Name of the Underwriter

Certain Underwriters at Lloyd's.

### Type of Insurance and cover

This Insurance can provide cover for the following. Please refer to your Insurance Schedule for details of the cover applicable to you as the insured person:

- Section 1.** Personal Liability
- Section 2.** Third Party Property Damage
- Section 3.** Shooting Equipment
- Section 4.** Equipment Hire
- Section 5.** Personal Accident
- Section 6.** Dental Treatment
- Section 7.** Event Fee Reimbursement

For individuals who have purchased gunplan Insurance.

### Features and benefits

- Section 1. Provides indemnity for Third Party Bodily Injury and Third Party Property Damage up to the limit defined in your Insurance Schedule.
- Section 2. Provides indemnity for Accidental Third Party Property Damage up to the limit defined in your Insurance Schedule.
- Section 3. Provides cover for Loss or Damage to Shooting Equipment up to the limit defined in your Insurance Schedule.
- Section 4. Provides indemnity for Hire of property following Loss under Section 3 up to the limit defined in your Insurance Schedule.
- Section 5. Provides cover for Accidental Death, Loss of Limbs, Loss of or partial loss of Sight, Loss of or partial loss of Hearing and Permanent Total Disability up to the limit defined in your Insurance Schedule.
- Section 6. Provides cover in respect of Accidental Dental injury up to the limit defined in your Insurance Schedule.
- Section 7. Provides reimbursement of Event Fees up to the limit defined in you Insurance Schedule.

### Unusual exclusions or limitations

- a) Cover applies only whilst Shooting or participating in a recognised Shooting Event including travelling to and from any such Shooting venue. This is the operative time. The cover in respect of Section 3 Shooting Equipment, is extended to include any loss or damage outside of the Operative Time but within your Territorial Limits.
- b) Cover shall apply as defined under Territorial Limits in your Insurance Schedule, but only in respect of claims brought against you in the United Kingdom.

## keyfacts

- c) Cover is only available to individuals who are non-professional Shooters and resident in the United Kingdom.
- d) You must be aged 18 years or older. For those under the age of 18, rules under the Firearms Acts (Amendment) Regulations 2010 must be abided by.
- e) You must hold a current Shot Gun Certificate (Section 2, Firearms Act 1968) and/or Firearms Certificate (FAC) where it is required by law.
- f) Reduced benefits apply for persons over 80 under Section 5.
- g) Section 1 shall not cover bodily injury to your employees or members of your family.
- h) The Sum Insured in respect of Sections 1 and 2 shall be inclusive of defence costs.
- i) Section 3 shall not cover theft from vehicles unless the vehicle has been fully secured, the equipment is kept out of sight in a locked boot or covered luggage area and such theft shows evidence of forcible and violent entry to the vehicle.
- j) Section 3 shall not cover theft from any premises unless such theft shows evidence of forcible and violent entry to the premises.
- k) Section 3 shall not cover any damage or loss or theft of Property in transit which has not been reported to the Carrier and a written report obtained.
- l) Section 3 shall not cover theft when left unattended in the open other than in the course of shooting.
- m) Section 3 shall not cover wear and tear, manufacturing fault or inherent defect.
- n) Losses under Section 3 will be considered on an Indemnity Value basis unless ownership is substantiated, if the article was more than 3 years old or was not purchased new at the time, unless otherwise specifically agreed in writing by gunplan.
- o) A policy excess may apply. Please refer to your Insurance Schedule for details of the excess that applies to your Insurance.
- p) Any loss, malicious damage or theft of items insured under Section 3 must be reported to the Police within 24 hours of discovery and a crime reference number obtained.
- q) No admission, offer, promise, payment, or indemnity shall be made or given by you under Sections 1 and 2 without our consent.
- r) Sections 5 and 6 shall not cover any pre-existing defect, infirmity, sickness or disease at the time of an Accident.
- s) Any circumstances that may give rise to a claim under Sections 1 and 2 must be reported immediately.
- t) Time limitations when reporting an incident or submitting a claim may apply. These are stated in 'How to Make a Claim'.

### Period of Insurance

The period of insurance as stated in your Insurance Schedule.

### Your right to cancel

This is an insurance facility provided by gunplan. As such there is no option to cancel the Insurance should you decide that you do not require the cover, unless you notify gunplan in writing within 14 days of the

inception date of this Insurance. After this period there is no facility to cancel the Insurance should you decide that you do not require cover.

### **Making a claim**

Should you wish to make a claim under this insurance please contact:

#### **Shooting Insurance Claims Department,**

Woodgate & Clark Loss Adjusters,  
The Red House,  
King Street,  
West Malling,  
Kent  
ME19 6QT.

**Telephone (local rate): +44 (0)844 875 1562,**

**Fax: +44(0)844 875 1563**

**Email: [shootingclaims@woodgate-clark.co.uk](mailto:shootingclaims@woodgate-clark.co.uk)**

### **Our complaints procedure**

If you have a complaint, please address it to:

Customer Service Department,  
gunplan,  
The Royals,  
Altrincham Road,  
Manchester  
M22 4BJ

**Telephone +44 (0)8000 92 72 73**

**Email: [admin@gunplan.co.uk](mailto:admin@gunplan.co.uk).**

If your dissatisfaction concerns a claim please also refer it to us at gunplan. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to **Policyholders and Market Assistance at Lloyd's**, One Lime Street, London EC3M 7HA, **telephone +44 (0)20 7327 5693** or **email [complaints@lloyds.com](mailto:complaints@lloyds.com)**.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit:

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with gunplan in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either **call +44 (0)845 080 1800** or visit

**[www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm)**

to download a complaints form.

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### **Compensation**

The Financial Services Compensation Scheme (FSCS) provides compensation in case any FCA authorised company goes out of business or into liquidation and are unable to meet any valid claim under

their policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance, 100% of the claim will be met without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

### **Statement of Demands and Needs**

This policy provides Shooting Insurance and is suitable to meet the needs of those persons requiring insurance for:

- Personal Liability
- Third Party Property Damage
- Shooting Equipment
- Equipment Hire
- Personal Accident
- Dental Treatment
- Event Fee Reimbursement

as detailed in this booklet and Insurance Schedule.

gunplan Insurance, is usually renewable on an annual basis.

JRW Group Services Ltd is Authorised and Regulated by the Financial Conduct Authority.

## gunplan Insurance

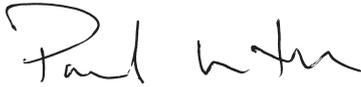
Effected on behalf of Certain Underwriters at Lloyd's

(The Underwriters', hereinafter referred to as "us", "we" or "our") by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the Insurance Schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Insurance Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

In witness whereof this insurance has been signed at the place stated and on the date specified in the Insurance Schedule by JRW Group Services Ltd.



Authorised Signatory

### JRW Group Services Ltd

JRW Group Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

We must draw your attention to a number of important features of this Insurance:

#### IMPORTANT FEATURES:

**Insurance Booklet:** You should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.

**Conditions, Exclusions and Warranties:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions, conditions and warranties will apply to the whole Insurance.

**Date Change Exclusion:** Changes in dates and particularly the change of the century, could see widespread failure of computer and other systems containing computer chips, which depend on date-related information in order to work properly. Other than Section 1, anything directly or indirectly caused by failure of any computer hardware software or other electrical equipment to recognise or process any date as the true calendar date is excluded.

**Limits:** All sections have limits on the amount we will pay under that section. Some sections also include inner limits for example for one item.

**Excesses:** Claims under certain sections will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of a claim.

**Reasonable Care:** You are required to take all reasonable care to protect yourself and your property and to act as though you are not insured.

**Complaints:** This insurance includes a complaints procedure which tells

you what steps you can take if you wish to make a complaint.

**'Cooling Off' Period:** This Insurance Booklet contains a 'cooling off' period, which allows you to return it if you have justifiable reason to be dissatisfied with the cover provided.

**Residence:** includes any outbuildings such as garages, shed's and other storage areas.

**Transit:** This insurance will not be effective during the transit to and the duration in any country the subject of a relevant embargo by the United Kingdom (a listing of which is made available by the Department for Business Innovation & Skills on their webpages at [www.gov.uk](http://www.gov.uk))

**United Kingdom:** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

This Insurance is governed by the law of England and Wales, unless you and we have agreed otherwise. If you would like more information, you should ask the person providing the insurance, particularly if you feel the insurance may not meet your needs.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the insurance does not meet your requirements please return it.

Please note that this Insurance is only available to individuals who are non-professional Shooters and resident in the United Kingdom.

#### DEFINITIONS:

**Accident** means as an external, sudden, unexpected, unusual specific event occurring at a definable time and place.

**Excess** means the first part or amount you will be responsible for paying in the event of a claim.

**Indemnity Value** means the value of the article immediately prior to the loss or damage.

**Insurance Schedule** sets out the specific terms and values applicable to the cover and should be read together with the Insurance Booklet. In addition to the Insurance Booklet an Insurance Schedule will be provided.

**Insurance Valuation** means a dated document obtained when no other evidence of purchase is available and must include a full description of your Shooting Equipment together with an estimated replacement value per item. The valuation should be undertaken by the original retailer or supplier of the equipment. If this is not possible, then from a recognised Shooting Equipment supplier.

**Period of Insurance** means the period cover is effective as detailed in your Insurance Schedule.

**Property** means Shooting Equipment defined above.

**Shoot or Shooting** is defined as being physically engaged in Shooting at a recognised Shooting venue.

**Shooting Equipment** means Guns, Sights, Binoculars, Ammunition, Clothing & Accessories specifically designed and purchased for Shooting and extends to include Baggage and Trophies up to the limit defined in your Insurance Schedule.

**Shooting Event** - A pre-arranged event, where the primary purpose of the event is to undertake Shooting activities, at which your attendance had been pre-booked.

**Shooting Venue** - A venue where you have received permission from the land owner, tenant or person with sporting right in order to Shoot and stay within the boundaries of that area. No cover is provided if you fire beyond the land where you have permission unless the occupier of neighbouring land has also given you permission.

**Vehicle** means a car or a van. A van must have a secure bulkhead with no direct access between the front cab and the back storage area. The storage area must not be visible through the vehicles windows.

### YOUR RIGHT TO CANCEL

This is a group insurance provided by gunplan. We offer a 14 day money back guarantee, from receipt of your Insurance documents, if you change your mind or find that the cover is unsuitable for you. After this period there is no facility to cancel the Insurance should you decide that you do not require the cover.

### PERIOD OF INSURANCE

Insurance is effective for the period defined in your Insurance Schedule.

### OPERATIVE TIME

Insurance cover granted hereunder shall apply for all sections.

- (a) For the purpose of Shooting or attending a Shooting Event from the time you leave your normal or temporary residence, place of work or education whichever the later, whilst travelling to, during or from a Shooting Venue, until returning to your normal or temporary residence, place of work or education after the Shooting Venue, whichever the earlier, but always within the Territorial Limits defined in your Insurance Schedule.
- (b) The cover in respect of Section 3 Shooting Equipment, is extended to include any loss or damage outside of the Operative Time but within your Territorial Limits. This includes damage, loss or theft of Shooting Equipment occurring at any time whilst stored in a Vehicle or residential building, garage, shed or outbuilding only, belonging to you or within your possession and subject to this being a minimum of 75% brick, stone or concrete block construction. A shed located at your normal place of residence can be of up to 100% wooden construction. The Vehicle must be fully secured and Shooting Equipment kept out of sight in a locked boot or covered luggage area.

At all times you must comply with the safekeeping conditions as set out in the Firearms Rules 1998.

In the event of theft, the building, garage, shed, outbuilding or vehicle must show evidence of forcible and violent entry and have been securely fitted with locking devices conforming to BS3621 at the time of loss. Where a padlock is required it must be of the close shackle variety.

### TERRITORIAL LIMITS

Cover shall only apply within the Territorial Limits as defined in your Insurance Schedule, HOWEVER we draw your attention to Condition and Exclusion (a) (x) in Section 1 - Personal Liability.

### AGE LIMIT

You must be aged 18 years or older. For those under the age of 18, the Firearms Acts (Amendment) Regulations 2010 must be abided.

## SECTION 1 PERSONAL LIABILITY

We will indemnify you up to the limit stated in the Insurance Schedule (which is inclusive of all costs and expenses) against legal liability for:

- (a) Bodily injury to any third parties other than your employees or members of your family;
- (b) Damage to property belonging to others, but not any property that is owned by or in the custody or control of you or your family; arising from an accident occurring whilst Shooting.

### CONDITIONS AND EXCLUSIONS – Section 1

- (a) We shall not be liable for claims arising directly or indirectly from:
  - (i) Employers liability, or contractual liability or liability to a member of your immediate family (spouse, children, parents, siblings and their families);
  - (ii) any animals that belong to you or are in your care, custody or control;
  - (iii) any wilful, malicious or unlawful act;
  - (iv) the ownership or use of Land;
  - (v) pursuit of trade, business or profession;
  - (vi) ownership, possession or use of vehicles, aircraft or watercraft;
  - (vii) the influence of intoxicating liquor, drugs or the use of firearms;
  - (viii) legal costs resulting from any criminal proceedings;
  - (ix) directly or indirectly relating to Asbestos;
  - (x) any claims brought against you where United Kingdom jurisdiction does not apply;
  - (xi) legal liability directly or indirectly arising from Road Traffic Acts.
- (b) In the event of a claim under this Section, you shall immediately send us any notification, writ, summons or legal process and provide us with all the necessary information and assistance to enable us to negotiate the claim or to institute proceedings.  
You shall not negotiate, pay, settle, admit or repudiate any claim without our written consent.
- (c) We shall not be liable for damage, illness or disease directly or indirectly arising out of communicable disease.
- (d) The Sum Insured stated in the Insurance Schedule shall be inclusive of all costs relating to the defence of any claim.

You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

## SECTION 2 THIRD PARTY PROPERTY DAMAGE

We will provide cover up to the limit stated in the Insurance Schedule for any loss or damage to the property of others that you may accidentally cause whilst Shooting within the territorial limits.

### CONDITIONS AND EXCLUSIONS – Section 2

This cover shall not apply where legal liability arises from any agreement to maintain in force insurance in respect of damage to such premises other than as covered hereunder;

Provided in respect of such damage:

- (a) You shall substantiate that the damage occurred;
- (b) The Claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, you must obtain written confirmation of such from the Third Party and submit it with full information to us;
- (c) There is satisfactory evidence of the damage being your responsibility and that settlement shall be considered without legal liability or negligence being proven;
- (d) Any claim which falls outside of these conditions or which shall or shall be likely to exceed the limit stated in the Insurance Schedule shall without prejudice to any settlement under this section, nor your liability to any Third Party, be considered under Section 1 of this Insurance where proof of your negligence shall be required to be demonstrated by the Third Party claimant;
- (e) The Damage was not caused by or resulting from any cause listed under Conditions and Exclusions (a) of Section 1.

You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

## SECTION 3 SHOOTING EQUIPMENT

At our option we agree to pay or replace, to the extent and in the manner provided in this section the cost of repairing or replacing any Shooting Equipment as defined below up to the limit stated in the Insurance Schedule, owned by you (not hired, loaned or entrusted to you), that sustains direct physical loss of or damage by a cause not excluded hereby, occurring during the Operative Time.

We will pay the cost of a comparable replacement for the lost or damaged article providing the article was not more than 3 years old at the date of the loss and provided it was purchased new at the time. If the article was more than 3 years old or was not purchased new at the time, then we will deal with the claim on an indemnity value basis or cost of repair whichever the lesser. Any replacement Shooting Equipment will be supplied from a preferred supplier approved by us.

If the article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

### CONDITIONS AND EXCLUSIONS – Section 3

- (a) You must observe ordinary and proper care in the supervision of the Shooting Equipment and in all cases of loss, theft or damage act as if you are uninsured.
- (b) You must hold a current Shot Gun Certificate (Section 2, Firearms Act 1968) and/or Firearms Certificate (FAC) where it is required by law.
- (c) We shall not be liable for:
  - (i) any loss from malicious damage &/or theft, not reported to the Police within 24 hours of discovery and a crime reference number obtained;
  - (ii) any damage or loss or theft of property in transit which has not been reported to the Carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required;

- (iii) loss or theft of any property left unattended unless the loss or theft shows evidence of forcible and violent entry/exit to or from any premises, security controlled club house, changing room or any securely locked locker or other similar place of storage;
- (iv) loss or theft of any property left unattended in the open other than in the course of Shooting;
- (v) any theft from an unattended motor vehicle unless the property is kept out of sight in a locked boot or a covered luggage area, all the vehicle's security devices are fully armed and there is evidence of forcible and violent entry verified by a Police Report;
- (c) Property not covered by this insurance:
  - (i) Business samples, goods, tools of trade;
  - (ii) Property more specifically insured elsewhere.
- (d) We shall not be liable for:
  - (i) loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind;
  - (ii) loss due to confiscation, detention by Customs or other Authority;
  - (iii) breakage or damage to fragile articles and any consequence thereof;
- (e) In the event of a claim in respect of a pair or set of articles we shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.
- (f) Claims will be considered on an indemnity value basis unless substantiated by one or more of the following:
  - (i) an original sales purchase or till receipt;
  - (ii) an original valuation undertaken prior to any loss or damage from the place of purchase or origin.
  - (iii) a Bank or Credit Card Statement showing evidence of purchase.
- (g) Excess: The amount as defined in your Insurance Schedule applying to each and every claim is excluded.

## SECTION 4 EQUIPMENT HIRE

In the event of loss of or damage to the Shooting Equipment Insured under Section 3 we will pay to you the cost of temporary hire of equipment up to the limit stated in the Insurance Schedule provided always that such equipment hired shall be of a comparable kind to and not substantially better than that lost or damaged.

### CONDITIONS AND EXCLUSIONS – Section 4

- (a) Any claim under this Section shall be subject to there being a valid and collectable claim under Section 3 for Loss or Damage to Shooting Equipment.
- (b) If the total amount of the claim for loss or damage to the Shooting Equipment and Equipment Hire is less than the amount of the Excess under Section 3 as defined in the Insurance Schedule, then no claim shall be payable.  
Nevertheless if the total amount of the claim for Loss or Damage to the Shooting Equipment and Equipment Hire exceeds the amount

of the Excess under Section 3 as defined in the Insurance Schedule, then we will pay to you the amount by which the total amount so claimed exceeds the Excess.

- (c) Claims will not be considered under this Section unless substantiated by one or more of the following:
  - (i) an original sales purchase or till receipt;
  - (ii) a Bank or Credit Card Statement; showing evidence of Hire.
- (d) You will do all things reasonable to minimise the amount of Hire charges incurred as a result of the loss of or damage to your Shooting Equipment.

## SECTION 5 PERSONAL ACCIDENT

Subject to the Conditions and Exclusions of this section and the General Conditions, Claims Conditions and Exclusions set out overleaf, if during the Operative Time you sustain injury caused by an Accident which shall solely and independently of any other cause within 180 days from the date of the accident result in:

- (a) Your Death
- (b) Loss of one or more of your limbs by physical separation at or above the wrist or ankle.
- (c) the total irrecoverable loss of sight of one or both eyes and where your name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmologist
- (d) the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be when the degree of sight in that eye, remaining after correction, is 3/60 or less on the Snellen scale and is shown to our satisfaction to be permanent and without expectation of recovery.
- (e) the total loss of hearing in both ears. Total loss shall be defined as being 'profound' which shall be 90 dB HL or higher on a scale of decibels.
- (f) the partial loss of hearing in one ear or both ears, or the total loss in one ear. Partial loss shall be defined as being 'moderate' or worse which shall be 41 dB HL or higher on a scale of decibels. Total loss shall be defined as being 'profound' which shall be 90 dB HL or higher on a scale of decibels.
- (g) Permanent Total Disablement that prevents you from engaging in any occupation.

Then we shall pay to you or your heirs and executors the amount stated in the Insurance Schedule.

Note: For children under 18 years of age the death benefit is limited to £1,000.

For persons aged 80 and over benefits (a), (b), (c),(d) are limited to £5,000 and there is no cover under (e), (f) or (g).

### CONDITIONS AND EXCLUSIONS – Section 5

- (a) We shall not pay any claims where at the time of taking out this insurance you were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim.
- (b) We shall not be liable for claims directly or indirectly arising from:
  - (i) any activities other than recreational Shooting activities, wilful exposure to risk (other than in an attempt to save human life),

manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft);

- (ii) suicide or attempted suicide, intentional self injury;
  - (iii) the effects of intoxicating liquors or drugs;
  - (iv) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;
  - (v) any circumstance manifesting itself prior to the date of issue of your Insurance;
- (c) In the event of a claim a medical adviser or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.
  - (d) We shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury which is covered by this insurance).
  - (e) Payment of permanent disability benefit shall be made on certification by a medical referee that you are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time you are beyond hope of improvement.
  - (f) We shall not pay for more than one lump sum benefit under this Section.

## SECTION 6 DENTAL TREATMENT

We will pay you the amount of Dental, Surgical, and Specialist's Fees, Hospital, Surgical and Medical Requisites, up to but not exceeding in all the Sum Insured shown in the Insurance Schedule in respect of any Dental Injury sustained by you during the Operative Time and caused by an Accident independent of any other cause. Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of Dental Injury.

### CONDITIONS AND EXCLUSIONS – Section 6

We shall not be liable for any treatment as a result of:

- (a) Self inflicted injury.
- (b) Cosmetic or plastic surgery unless necessitated by a Dental Injury occurring whilst Insured.
- (c) Examinations, X-rays, extractions, fillings and general dental care except as a result of Dental Injury.
- (d) Examination for check-up purposes not incidental to the Dental Injury.
- (e) Any condition which originated prior to you becoming insured by this Insurance.
- (f) Damage to dentures, bridges or other forms of dental prosthetics unless caused by a Dental Injury.
- (g) Normal wear and tear.
- (h) Dental Injury caused by foodstuffs including foreign bodies therein.
- (i) Dental Injury which is not apparent within 7 days of the date of Dental Injury.
- (j) The amount stated in the Insurance Schedule as the Excess.

## SECTION 7 EVENT FEE REIMBURSEMENT

Where you have paid a fee for a recognised Shooting Event and you have to cancel your attendance due to sickness or injury up to 14 days immediately prior to the Shooting Event start date, we will pay any portion of the fee that is unused and deemed to be irrecoverable from the Shooting Event organisers. This section shall only apply in the event of you being unable to Shoot and therefore attend the Shooting Event.

### CONDITIONS AND EXCLUSIONS – Section 7

- (a) We shall not pay any claims if prior to the period of Insurance defined in your Insurance Schedule you were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim.
- (b) We shall not be liable for claims directly or indirectly arising from:
  - (i) suicide or attempted suicide, intentional self injury;
  - (ii) the effect of intoxicating liquors or drugs;
  - (iii) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;
  - (iv) any pre-existing defect, infirmity, sickness or disease at the time of entry into the shoot.
- (c) We shall not be liable for any claim submitted without satisfactory written medical evidence.
- (d) In the event of a claim a medical practitioner or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.
- (e) We shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) occurring during the Operative Time.
- (f) We shall not pay for more than one amount of benefit under this Section during the Period of Insurance as defined in the Insurance Schedule.
- (g) The period stated in the Insurance Schedule as the Excess.

### SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### SANCTION LIMITATION AND EXCLUSION CLAUSE

The Underwriters shall not provide cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## GENERAL CONDITIONS, CLAIMS CONDITIONS AND EXCLUSIONS

### (APPLICABLE TO ALL SECTIONS)

#### HOW TO MAKE A CLAIM

Please read the Claims Notification under the General Conditions, Claims Conditions and Exclusions section of this booklet. Next, provide details of your claim and obtain a claim form by either **Telephone (local rate): +44 (0)844 875 1562,**

**Fax: +44 (0)844 875 1563**

**or Email: [shootingclaims@woodgate-clark.co.uk](mailto:shootingclaims@woodgate-clark.co.uk).**

No claim shall be payable unless the terms of this condition have been complied with.

#### CLAIMS NOTIFICATION

If an event giving rise to a claim under this Insurance occurs you shall:

- 1) Notify us as stated in 'How to make a claim' as follows:
  - (a) Submit a completed claim form within 30 days of the date of the incident occurring;
  - (b) Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

#### CLAIMS CONTROL

- 1) If an event giving rise to a claim under this Insurance occurs you shall:
  - (a) take immediate action to minimise the loss, destruction, damage, injury, illness or disease;
  - (b) pass every letter claim writ summons and process to us immediately upon receipt.
- 2) We shall have sole control of all claims procedures and settlements.
- 3) No admission, offer, promise, payment, or indemnity shall be made or given by you or on your behalf without our written consent.
- 4) On the happening of an event which gives rise to a claim we or any person authorised by us may without thereby incurring any liability or diminishing any of our rights under this insurance enter, take or keep possession of the Premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner.
- 5) If you or anyone acting on your behalf does not comply with our requirements or hinders or obstructs us in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
- 6) No property may be abandoned to the Underwriters whether taken possession by them or not.
- 7) We may at any time at our sole discretion pay to you the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. We shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in your liability to pay a sum in excess of the Sum Insured or Limit of Indemnity our liability for such costs and expenses shall not exceed an amount being in the same proportion



as our payment to you bears to the total payment made by you or on your behalf in settlement of the claim or claims.

## CLAIMS CONDITIONS

- 1) If an event giving rise to a claim under this Insurance occurs you shall:
  - (a) ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained;
  - (b) provide us with all proofs and information in relation to a claim that we may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters.
- 2) If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability we will pay only our rateable proportion.
- 3) We shall not be liable for:
  - (a) illness, Accident, loss, damage, liability or any expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection or military or usurped power, or confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority;
    - (iii) terrorism (including, without limitation, contemporaneous or ensuing loss, damage, legal liability or bodily injury caused by fire and / or looting and / or theft.). Terrorism means any act or acts of force and / or violence which is either for political, religious or other ends; and / or directed towards the over-throwing or influencing of the Government de jure or de facto; and / or for the purpose of putting the public or any part of the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation. IN ANY CLAIM and in any action, suit or other proceedings to enforce a claim hereunder the BURDEN OF PROVING that such claims do not fall within the Terrorism Exclusion set out above shall be upon you;
    - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - (b) Any consequential loss whatsoever.
- 4) You must exercise reasonable care to prevent Accident, injury, loss or damage and at all times act as if uninsured.
- 5) The due observance and fulfilment of all terms and conditions of this Insurance by you, or anyone acting on your behalf insofar as they relate to anything to be done or complied with by you or anyone acting on your behalf shall be a condition precedent to our liability to make any payment under this Insurance.
- 6) You shall reimburse to us any expenses not covered by this insurance, which are incurred by us on your behalf.

- 7) If you or any person acting on your behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited.
- 8) All claims arising under this Insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.
- 9) No refund of premium is allowed following the date of issue of this Insurance, unless your gunplan Insurance is cancelled within 14 days of purchase in accordance with the gunplan 14 day money back provision and no claims have occurred.
- 10) We shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

## COMPLAINTS PROCEDURE

If you have a complaint, please address it to:

Complaints Department,  
gunplan,  
The Royals,  
Altrincham Road,  
Manchester  
M22 4BJ,

**Telephone +44 (0)8000 92 72 73**

**Email [admin@gunplan.co.uk](mailto:admin@gunplan.co.uk).**

If your dissatisfaction concerns a claim please also refer it to us at gunplan. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to **Policyholders and Market Assistance at Lloyd's**, One Lime Street, London EC3M 7HA , **telephone +44 (0)20 7327 5693** or **email [complaints@lloyds.com](mailto:complaints@lloyds.com)**.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)** or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with gunplan in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either **call +44 (0)845 080 1800** or visit

**[www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm)** to download a complaints form.



The Royals, Altrincham Road, Manchester M22 4BJ

**Tel:** 08000 92 72 73

**email:** [admin@gunplan.co.uk](mailto:admin@gunplan.co.uk)

[www.gunplan.co.uk](http://www.gunplan.co.uk)