

Shoot insurance portfolio

Policy wording

An integrated insurance solution for recreational shooters

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorized use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



Steve Langan
Managing Director, Hiscox UK

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General terms and conditions

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; oris designed to interfere with or to disrupt an electronic system.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.

General terms and conditions

War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.

Conditions precedent General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Information	<p>1. In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.</p> <p>You must tell us, as soon as possible, if there are any changes to the information you have given us. If you are in any doubt, please contact us or your insurance agent.</p> <p>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 condition, amend the terms of your policy or require you to pay more for your insurance.</p> <p>If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.</p>
Due diligence	<p>2. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p>
Premium payment	<p>3. We will not make any payment under this policy unless you have paid the premium.</p>
Cancellation	<p>4. If within the first 14 days of the period of insurance you decide that you do not wish to take this policy then we will give you a full refund of the premium and treat this policy as if it never existed.</p> <p>If you decide to cancel this policy at any other time, we will give you a refund for the remaining period subject to a minimum non-refundable premium of £50 excluding insurance premium tax.</p> <p>If we cancel the policy, we will give you 30 days' written notice and we will give you a refund for the remaining period.</p>
Multiple insureds	<p>5. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>6. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>

General terms and conditions

Misrepresentation	<p>7. If we establish that you deliberately or recklessly provided us with false information we will treat this insurance as if it never existed and decline all claims.</p> <p>If we establish that you were careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:</p> <ol style="list-style-type: none">treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;charge you more for your insurance or reduce the amount we pay on a claim in the proportion that the premium you have paid bears to the premium we would have charged you;cancel your policy in accordance with the cancellation condition. <p>We or your insurance broker will write to you if we:</p> <ol style="list-style-type: none">intend to treat this insurance as if it never existed; orneed to amend the terms of your policy; orrequire you to pay more for your insurance.
Rights of third parties	<p>8. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>9. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.</p>
Governing law	<p>10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p>
Arbitration	<p>11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations	<p>1. We will not make any payment under this policy unless you:</p> <ol style="list-style-type: none">give us prompt notice of anything which is likely to give rise to a claim under this policy, in accordance with the terms of each section;give us, at your expense, any information which we may reasonably require and cooperate fully in the investigation of any claim under this policy;make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;give us all assistance which we may reasonably require to pursue recovery of amounts we may become liable to pay under this policy, in your name but at our expense.
False claims	<p>2. If you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.</p>

Property damage - Shooting equipment

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accessories	<p>Shall mean only the following items that have been designed to be used in conjunction with outdoor pursuits:</p> <ol style="list-style-type: none">1. outer clothing and footwear;2. bags and cases;3. decoy kits;4. cleaning equipment;5. safety equipment;6. stools, shooting sticks and seats; and7. walkie talkies. <p>Guns, binoculars and photographic equipment, fishing equipment and clothing are not included in this definition.</p>
Accidental damage	Damage to your insured equipment as a result of an accident, including barrel blow-out of your guns .
Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Binoculars and photographic equipment	Binoculars and photographic equipment which you use in conjunction with outdoor pursuits . Photographic processing, printing or computer equipment is not included in this definition.
Damage	Accidental damage, theft or loss.
Guns	Your shotguns, black powder firearms, rifles or air rifles detailed on your firearm licence that are used for outdoor pursuits .
Insured equipment	Guns, accessories and binoculars and photographic equipment.
Loss	All or part of your insured equipment that is lost.
Outdoor pursuits	Your participation in outdoor shooting and hunting including travelling to and from the sites used for these activities where these activities are not your main source of income.
Theft	All or part of your insured equipment that is stolen.

What is covered	<p>We will insure you against accidental damage, theft or loss occurring during the period of insurance to insured equipment whilst:</p> <ol style="list-style-type: none">1. being stored by you;2. being used by you for outdoor pursuits;3. being loaded by a person undertaking a shoot with you, in the case of guns;4. being transported by you to and from the site of any outdoor pursuits.
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Property damage - Shooting equipment

Policy wording

What is not covered

We will not make any payment for:

1. the amount of the **excess**.
2. **theft** from any unattended vehicle unless **your insured equipment** is stored out of sight in a locked boot or locked compartment and all security measures on the vehicle are in force at the time of the **theft**.
3. **theft** where force or violence was not used.
4. deliberate **damage** to or neglect of any **insured equipment** by **you**.
5. **damage** arising from **your** failure to follow manufacturer's guidelines and instructions for the proper care, maintenance and use of **your gun**, including securing chokes.
6. **damage** caused by the use of **accessories** with **your gun** that are not approved by the manufacturer of **your gun**.
7. **damage** caused by any gradually operating cause.
8. **damage** caused to **your insured equipment** while being worked on, maintained, repaired, inspected or cleaned by anyone other than **you**.
9. **damage** caused to **your insured equipment** while being cleaned or maintained by **you** unless **you** comply with the manufacturer's recommendations and use appropriate chemicals, cleaning materials or tools for **your gun**.
10. any repair or replacement that was not authorised by **us**.
11. any loss of use or expense incurred through not being able to use **your insured equipment**.
12. **damage** arising from any manufacturing or design fault or inherent defect in **your insured equipment**.
13. cosmetic **damage** where **your insured equipment's** operation, function and safety is not affected.
14. **damage** caused by barrel blow out unless **you** have carried out regular and appropriate maintenance of the **gun** in accordance with the manufacturer's recommendations.
15. **damage** caused by inappropriate use of ammunition.
16. **damage** arising from participation in any historical re-enactment.
17. **damage** arising from customisation or upgrades made to **your insured equipment**.
18. any cost incurred in preparing or submitting a claim under this **policy**.
19. **damage** to any mobile phones, GPS equipment, photographic processing equipment, computer and printing equipment, ammunition, bait, perishable goods, clay pigeons and targets.
20. **damage** to any **insured equipment** that has been outside the United Kingdom for more than sixty consecutive days immediately prior to **damage** occurring.
21. **damage** to any **insured equipment** being used for any professional or commercial reason where this is **your** main source of income, unless the professional and commercial use extension has been purchased by **you** and this additional cover is shown in **your schedule**.
22. **damage** to any **insured equipment** that has been hired out by **you** for a fee.
23. **damage** to any aircraft, aerial device, hovercraft, watercraft, mechanically propelled vehicles and trailers.
24. **war, confiscation and nuclear risks**.

Property damage - Shooting equipment

Policy wording

How much we will pay

Repair or payment

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

At **our** option **we** will repair or pay for any lost or damaged items on the following basis:

1. for **insured equipment** that can be economically repaired, the cost of the repairs;
2. for **insured equipment** that cannot be economically repaired:
 - a. the price that **you** paid for the **insured equipment**; or
 - b. the amount shown in any more recent valuation that **you** have provided to **us**

Where only part of **your insured equipment** is lost or stolen **we** will only pay for the replacement of that part.

Undamaged accessories

Following **damage to your guns** for which payment has been made or liability admitted by **us** under this **policy**, **we** will also pay for undamaged **accessories** that are incompatible with the replacement **gun** where an equivalent compatible replacement is not available.

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of all the guns **you** own, the amount **we** pay will be reduced in the same proportion as the under insurance.

Pair and sets

If any **gun** that has an increased value because it forms part of a pair or set is damaged, any payment **we** make will take account of the increased value.

Your obligations

If any damage occurs

We will not make any payment under this **policy** unless **you** notify **us** promptly of any **damage** which might be covered. If **you** think a crime has been committed or **you** have lost **your gun**, **you** must also report it to the police within 24 hours after **you** become aware of it.

You must retain the crime or lost property reference number and the address of the police station which **you** will be asked to supply on the claim form.

In the case of damaged **insured equipment** **you** must retain the damaged item for **our** inspection before **we** will make any payment.

Proof of ownership

We will not make any payment for any **insured equipment** under this **policy** unless you can provide proof of ownership and either:

1. a purchase receipt; or
2. In the case of guns, a valuation less than three years old by a gunsmith or other suitably qualified valuer.

Notification

You must inform **us** immediately if **you** cease to:

1. be a member of Guns on Pegs; or
2. be a permanent resident of the United Kingdom; or
3. hold a valid shotgun licence or firearms certificate which is appropriate for the type of **gun** insured under this **policy**.

Shoot cancellation

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Adverse travel conditions	<p>a. The mechanical breakdown of any motor vehicle that you are travelling in to any shoot event, provided that the breakdown occurs after you have left your normal place of residence; or</p> <p>b. the mechanical breakdown of any aircraft that you are or were planning to use to travel to any shoot event; or</p> <p>c. significant road travel delays caused by unforeseen events beyond your control; or</p> <p>d. cancellation of a flight, train or boat directly as a result of unforeseen circumstances beyond your control;</p> <p>that result in you not being able to reach the shoot event in time to participate in at least 50% of the planned activities of the shoot event by any reasonable means.</p>
Adverse weather	Adverse weather conditions at the location of any shoot event which result in the cancellation, curtailment or abandonment of the shoot event due to safety concerns regarding poor visibility or an inability to safely access the location of the shoot event .
Close relative	Your partner, parent, sibling or child.
Disruption	A planned and controlled demonstration involving two or more people expressing an ideologically motivated objection to the shoot event which results in the cancellation, curtailment or abandonment of the shoot event due to safety concerns or an inability to safely access the location of the shoot event .
Guns	Your shotguns, black powder firearms, rifles or air rifles detailed on your firearm licence that are used for outdoor pursuits .
Irrecoverable expenses	Your own transportation, accommodation and shoot event attendance costs and expenses that you have paid or legally have to pay, less any savings you are able to make, directly in connection with your attendance at a pre booked shoot event that, following a claim under this section, you cannot recover from anyone.
Outdoor pursuits	Your participation in outdoor shooting and hunting including travelling to and from the sites used for these activities where these activities are not your main source of income.
Shoot event	A pre-arranged event, organised by a third party where the primary purpose of the event is to undertake shooting activities, at which your attendance had been pre-booked.

What is covered

We will pay up to the amount shown in the schedule for **your** **irrecoverable expenses** following **your** inability to attend or participate fully in a **shoot event** due to:

- the cancellation, curtailment or abandonment of a **shoot event** following **adverse weather** or **disruption**;
- adverse travel conditions**;
- the death of a **close relative**;
- the **shoot event** being cancelled following the insolvency or other financial failure of the estate where the **shoot event** was due to take place;
- your guns** not being available following a claim under the Property damage – Shooting equipment section of this **policy**;
- your** injury or illness that prevents **you** from travelling to, or participating in the **shoot**

Shoot cancellation

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event;

- g. **your** required attendance for jury service.

Mitigation of loss

We will also pay for additional costs and expenses that **you** incur as a direct result of **adverse travel conditions** or **your gun** not being available that allows **you** to avoid a claim under this section if the additional costs and expenses are less than the cost of the potential claim. The most **we** will pay for this additional cover is shown in **your** schedule.

What is not covered

We will not make any payment for:

1. any **irrecoverable expenses** following the insolvency or other financial failure of the estate where **you** were aware of the financial difficulties of the estate when **you** incurred the costs and expenses to book the **shoot event**.
2. any **irrecoverable expenses** following **your** attendance for jury service, where **you** were aware of the requirement for **you** to attend the jury service when **you** incurred the costs and expenses to book the **shoot event**.
3. any **irrecoverable expenses** incurred by anyone other than **you** or that **you** incur on anyone else's behalf.
4. any **irrecoverable expenses** due to unfavourable weather conditions, where the **shoot event** was not specifically cancelled due to **adverse weather**.
5. any **irrecoverable expenses** due to **adverse weather** or **disruption** where the **shoot event** takes place within 14 days of inception of this **policy**.
6. the cancellation of the **shoot event** for any other reason than **adverse weather**, **disruption** or an estate that is insolvent or suffered any other financial failure.
7. any claim arising from any physical or mental defect, infirmity or medical condition known to **you** prior to the inception of this **policy**.
8. any claim where **you** were aware of a circumstance that was likely to give rise to a claim under this section at inception of this **policy**.
9. any claim arising from any protest or pressure groups other than **disruption**.
10. any tips, gratuities or any voluntary contributions.
11. any claim arising from pollution, **war**, **terrorism** or **nuclear risks**.
12. the amount of the **excess**.

How much we will pay

We will pay for **your irrecoverable expenses** up to the amount shown in the schedule unless limited below:

Accommodation costs

The most **we** will pay for any single night's accommodation under **irrecoverable expenses** is £300 per night.

Insolvency

The most **we** will pay in total for **irrecoverable expenses** following the insolvency or financial failure of any estate is £1,000 in total during the **period of insurance**.

Adverse weather or disruption

If, due to **adverse weather** or **disruption**, the **shoot event** is:

- a. cancelled before **you** have the chance to participate, then **we** will pay for the **irrecoverable expenses** incurred up to the point of cancellation, including the accommodation costs solely for the night prior to the **shooting event** and transportation costs to and from the **shooting event** but **we** will not make any payment for any costs or expenses for any additional activities or other accommodation costs
- b. abandoned or curtailed and less than 50% of the **shoot event** activities have taken place then the only **irrecoverable expenses** that **we** will pay will be for the **shoot event**

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attendance costs but not any transportation or accommodation costs or expenses.

- c. abandoned or curtailed and more than 50% of the **shoot event** activities have taken place then **we** will not make any payment for any **irrecoverable expenses**.

If a **shoot event** is cancelled, curtailed or abandoned before 11.00am on the day of the event, then **we** will not make any payment for **irrecoverable expenses**.

Your obligations

Medical evidence	We will not make any payment under this section for any irrecoverable expenses following your injury or illness unless you provide evidence from a fully qualified medical practitioner confirming that the injury or illness prevented you from participating in or travelling to the shoot event .
Recovering expenses	We will not make any payment under this section for your irrecoverable expenses unless you have, in our opinion, made every reasonable effort to recover and minimise those costs and expenses.
Documentation	We will not make any payment under this section for your irrecoverable expenses unless you provide us with the appropriate documentation to support your claim, including but not limited to: <ol style="list-style-type: none">an itemised breakdown of all irrecoverable expenses including receipts or invoices; anda written statement from the insolvency practitioner confirming that the estate is insolvent or has suffered from any other financial failure, and the shoot event did not take place, in the event of a claim being made for the insolvency or financial failure of an estate; ora signed, written statement from the official of the shoot event (including estate manager or head gamekeeper) confirming that weather conditions prevented the shoot from safely taking place, in the event of a claim being made due to adverse weather; ora copy of the police report pertaining to the actions taken by protest groups and a signed, written statement from the official of the shoot event (including estate manager or head gamekeeper) confirming the details of the actions taken by protesters that prevented the shoot from safely taking place, in the event of a claim being made due to disruption.

Claims

Procedural conditions for claims	You should make any notification of a claim under this section of the policy directly to us (and your insurance adviser, if you have one) using the following details, ensuring you quote your policy number: by email to: property.claims@hiscox.com ; or by telephone during business hours on: 0845 213 8899; or by post to: Hiscox Property Claims, 25 London Road, Sittingbourne ME10 1PE
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Personal accident

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar months of the date of the accident.
Disablement	Loss of sight, loss of hearing, loss of limb or loss of speech.
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule provided that the person is under 85 years old at inception .
Loss of sight	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, foot or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in any and every occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Permanent total disablement by paralysis	Disablement by paralysis which totally prevents the insured person from working in any and every occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Temporary partial disablement	Disablement which prevents the insured person from carrying out a substantial part of any and every occupation.
Temporary total disablement	Disablement which totally prevents the insured person carrying out all parts of their usual occupation.

What is covered

We will pay you the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

Personal accident

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What is not covered	We will not make any payment for:
Hazardous pursuits	<p>1. any injury sustained while taking part in:</p> <ul style="list-style-type: none"> a. the following winter sports: free-style skiing; ski jumping; ice hockey; use of bobsleighs or skeletons; repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the insured person is accompanied by a suitably experienced guide; b. the following scuba diving activities: any unaccompanied dive; any dive involving visits to wrecks or caves; any dive for gain or reward; or any dive below 30 metres. Any other scuba diving activities are only covered if the insured person: <ul style="list-style-type: none"> i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant Club or Association rules and guidelines at all times; or ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times; c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the insured person would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury; d. armed forces activities including operations, exercises or training; e. flying as a pilot or any other aerial activities other than travel by commercial airlines as a passenger.
Other exclusions	<p>2. any injury directly or indirectly arising out of or contributed to by:</p> <ul style="list-style-type: none"> a. any emotional or psychiatric disorder or condition; b. the insured person taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly); c. the insured person committing suicide or attempted suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life); d. any criminal act by the insured person; e. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease; f. pregnancy or any condition connected with pregnancy or childbirth; g. any physical or mental defect, infirmity or medical condition known to the insured person at inception, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before inception; h. war, terrorism or nuclear risks.
Temporary benefits	<p>3. temporary total disablement or temporary partial disablement for any insured person over the age of 75 or any insured person that is not in paid employment at the time of the accidental bodily injury.</p>

How much we will pay

Payment of benefit	We will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.
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Personal accident

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For **permanent total disablement** or **permanent total disablement by paralysis**, **we** will pay only when the **disablement** has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

For temporary benefits, we will pay:

- a. when the total amount on termination of any one period of **disablement** has been agreed; or
- b. at **your** request on completion of at least four weeks **disablement** subject to satisfactory medical and other evidence that **we** may require.

We will not pay temporary disablement benefits for more than a total of 104 weeks in connection with one injury.

Payment of medical expenses	We will also pay medical expenses incurred in connection with the accidental bodily injury up to but not exceeding 15% of the benefit paid, subject to a maximum amount of £10,000 for each insured person during the period of insurance .
Temporary benefits	The most we will pay for temporary total disablement or temporary partial disablement is 75% of the insured person's gross weekly wage.
Death only	Where the insured person is older than 75 years of age, we will only make any payment in the event of the death of the insured person
Maximum accumulation any one conveyance	The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons travelling in the same conveyance is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, we will pay an amount under this policy which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.

Your obligations

If a problem arises

We will not make any payment under this section unless:

1. **you** notify Van Ameyde & Wallis Limited promptly of any injury or illness which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given.

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

Claims

Procedural conditions for claims

1. Written notice must be given to Van Ameyde & Wallis Limited as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If **disablement** results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
2. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

Legal protection

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Family legal protection

Thank you for taking out DAS family legal protection. **You** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your** DAS cover, please take time to read this **policy** which explains the contract between **you** and **DAS**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a law firm on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **DAS**. **Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.)**

It will help if **you** keep the following points in mind:

How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the claims department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at newclaims@das.co.uk.

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When **DAS** cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and

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- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

Special definitions for this section

Costs and expenses

Legal costs and opponents' costs.

DAS

DAS Legal Expenses Insurance Company Limited.

Date of occurrence

1. For civil cases, the **date of occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the event that leads to a claim.
2. For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
3. For **insured incident 1 statutory licence protection**, the **date of occurrence** means the date when the **insured person** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Insured person's shotgun and/or firearm certificate.

Insured person

You, and any member of **your** family who always lives with **you**. Anyone claiming under this section must have **your** agreement to claim.

Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis, or in accordance with the predictable costs scheme, if this is appropriate.

Opponents' costs

The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with the agreement of **DAS**.

Representative

The lawyer or other suitably qualified person whom **DAS** appoint to act for an **insured person** in accordance with the terms of this **policy**.

Territorial limit

For **insured incident 2 bodily injury**:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **insured incidents**:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

The cover provided by DAS

DAS agree to provide the insurance in this **policy**, as long as:

- a. the premium has been paid; and
- b. the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
- c. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- d. for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

What DAS will pay

1. For all **insured incidents** under this **policy**, **DAS** will pay **legal costs** and **opponents' costs**;

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2. For all **insured incidents** **DAS** will pay **costs and expenses** to make or defend against an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.
3. The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

Insured incidents that DAS will cover

1. Statutory licence protection **DAS** will represent the **insured person** in appealing to the relevant regulatory authority, following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the **insured person's** shotgun and/or firearm certificate.

What is not covered

1. An original application for a shotgun and/or firearm certificate.

2. Bodily injury

DAS will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, an **insured person**.

What is not covered

1. Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.
3. Clinical negligence.
4. Defending an **insured person's** legal rights, but defending a counter-claim is covered.

3. Property protection

DAS will:

1. negotiate for an **insured person's** legal rights in a civil action; and/or
2. arrange mediation; for a dispute relating to material property (including the **insured person's** principal and holiday home) which is owned by an **insured person**, or for which an **insured person** is responsible, following:
 - a. an event which causes physical damage to such material property, provided that the amount in dispute is more than £100;
 - b. a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their land, or some right over, or in connection with it);
 - c. a trespass.

What is not covered

1. A claim relating to:
 - a. a contract entered into by an **insured person**;
 - b. any building or land other than the **insured person's** principal or holiday home;
 - c. someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority;
 - d. work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - e. mining subsidence.
2. Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

Legal protection

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3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **DAS** accept the claim.

4. Legal defence

DAS will defend an **insured person's** legal rights if an event arising from an **insured person's** participation in a **shoot event** leads to an **insured person** being prosecuted

What is not covered by this section

1. A claim where the **insured person** has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **DAS** have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this **policy**.
3. **Costs and expenses** incurred before **DAS's** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured person**.
6. A legal action that an **insured person** takes which **DAS** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
8. A dispute with **DAS** not otherwise dealt with under condition 7.
9. Apart from **DAS**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
10. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.
12. A claim caused by, contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
13. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. try to prevent anything happening that may cause a claim;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. send everything **DAS** ask for, in writing;

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- e. give **DAS** full and truthful details by phone or in writing of any claim as soon as possible and give **DAS** any information **DAS** need.
2. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.
- b. An **insured person** is free to choose a **representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
- c. In all circumstances except those in 2(b) above, **DAS** are free to choose a **representative**.
- d. Any **representative** will be appointed by **DAS** to represent an **insured person** according to **DAS's** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **DAS** at all times.
- e. **DAS** will have direct contact with the **representative**.
- f. An **insured person** must co-operate fully with **DAS** and the **representative** and must keep **DAS** up to date with the progress of the claim.
- g. An **insured person** must give the **representative** any instructions that **DAS** ask for.
3. a. An **insured person** must tell **DAS** if anyone offers to settle a claim.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
4. a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
- b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agrees to appoint another **appointed representative**.
6. If an **insured person** settles a claim or withdraws their claim without **DAS's** agreement, or does not give suitable instructions to a **representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
7. If there is a disagreement about the way **DAS** handles a claim that is not resolved through the **DAS** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
8. **DAS** may, at their discretion, require the **insured person** to obtain, at the **insured persons** expense, an opinion from a lawyer, or other suitably qualified person chosen by the **insured person** and **DAS**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, **DAS** will pay the cost of obtaining the opinion.
9. **You** can cancel this policy by telling **DAS** within 14 days of taking it out; or at any time afterwards as long as you tell us at least 14 days beforehand. **DAS** can cancel this policy at any time as long as **DAS** tell you at least 14 days beforehand.
10. **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

Legal protection

Policy wording

11. This section will be governed by English law.
12. All acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Helpline services

DAS provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

To help **DAS** check and improve **DAS**'s service standards, **DAS** record all calls, except those to the counselling service. When phoning, please tell **DAS your** policy number or the name of the scheme **you** are in. Please do not phone **DAS** to report a general insurance claim.

To contact these services (except the counselling services) phone us on **0117 934 0553**.

Eurolaw commercial legal advice

We will give an **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

DAS will give an **insured person** confidential advice over the phone on personal tax matters.

Health and medical information service

DAS will give an **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including local NHS dentists.

Between the hours of 5pm and 9am we will take a message and one of our health and medical advisors will contact the **insured person** the next day or at an agreed time.

Counselling

DAS will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline, phone us on **0117 934 2121**.