



HCC Specialty Ltd.
40 Lime Street
London EC3M 5BS, United Kingdom
main +44 (0)20 7929 3223 facsimile +44 (0)20 7626 5470

HCC Specialty Ltd.

Cancellation and Abandonment Insurance

Wording HCCSCON2011RROW

Important Notice

The Assured is requested to **read this policy** and, if it is not correct, to return it immediately **to your broker** for alteration. **In all communications** the policy number appearing in line one of the schedule should be quoted.

The Marginal Notes are intended for guidance only.
They do not form part of this Insurance, nor do they claim to be an exact description of its meaning.

CANCELLATION and ABANDONMENT

1. INSURING CLAUSE

- | | | |
|-------------------|-----|---|
| Insuring Clause | 1.1 | Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify the Assured for their Loss (as defined) should any Insured Event(s) specified in the Schedule be necessarily Cancelled or Abandoned in whole or in part, which necessary Cancellation or Abandonment is the sole and direct result of adverse weather conditions (as defined). |
| Deductible | 1.2 | This Insurance is subject to the deductible(s) stated in the Schedule which shall be borne by the Assured at their own risk and uninsured. |
| Maximum Liability | 1.3 | Underwriters' maximum liability shall not exceed the Sum Insured stated in the Schedule for the relevant Insured Event nor the aggregate Limit of Indemnity stated in the Schedule. |

2. DEFINITIONS

- | | | |
|-----------------|-----|--|
| Loss | 2.1 | Loss means such sums in excess of any deductible stated in the Schedule and calculated as follows:
Shoot cancelled before any drives - 100% of Sum Insured
Shoot abandoned after the first drive has started - 66% of Sum Insured
Shoot abandoned after second drive has started - 33% of Sum Insured
Shoot abandoned after third drive has started - 0% of Sum Insured |
| Cancellation | 2.2 | Cancellation or Cancelled means the inability to proceed with any or all of the Insured Event(s) prior to commencement. |
| Abandonment | 2.3 | Abandonment or Abandoned means the inability to complete any or all of the Insured Event(s) once commenced. |
| Adverse Weather | 2.4 | Adverse Weather means torrential Rain, High Winds, Poor Visibility which

(2.4.1) occur on the day(s) of the event and which are deemed by the event organiser on the day of the Event to pose serious threat to the safety of those attending the Event and/ or

(2.4.2) occur during the Policy Period and which result in conditions which the Local Authority consider to pose a serious threat to the safety of those attending the Event and/or

(2.4.3) occur during the Policy Period and which prevent the Assured or event organiser from undertaking the necessary set up to enable the event to proceed due to

(2.4.3.1) concern for the safety of those responsible for the necessary set up, or

(2.4.3.2) reasons for physical impossibility

In any claim and/or action, suit or proceeding to enforce a claim for a loss hereunder the burden of proving that the loss results from Adverse Weather shall fall upon the Assured. |

3. CONDITIONS PRECEDENT

The underwriters shall not be liable to pay any claim hereunder unless the Assured complies with the following Conditions Precedent:

The Assured has:

Truth of Statements	3.1	truthfully declared all material facts likely to influence a reasonable Underwriter in determining: (3.1.1) whether or not to accept the risk or any subsequent amendment, (3.1.2) the premium, (3.1.3) the conditions, exclusions and limitations, having diligently made all necessary inquiries to establish those facts.
Pre-existing Conditions	3.2	no knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
Premium in Payment	3.3	paid the premium due in accordance with the written conditions of quotation contained the Proposal Form and/or in the ensuing quotation.
Materiality of Information	3.4	declared that all information contained in the written Proposal Form or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Assured agrees that all such information is material, such items form the basis of this Insurance and are incorporated herein.

4. WARRANTIES

It is warranted that the Assured shall:

Legal requirements	4.1	observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
Necessary arrangements	4.2	make all necessary arrangements for the successful fulfilment of the Insured Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
Contractual requirements and authorisations	4.3	ensure that all necessary contractual arrangements have been made and confirmed in writing with the Assured and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured Event(s).

Failure to comply with any of the above warranties automatically discharges the Underwriters from all liability under this insurance.

5. GENERAL CONDITIONS

False or Fraudulent Acts	5.1	Any fraud, misstatement or concealment in the information provided or in the making of a claim, shall entitle the underwriters to refuse payment of a claim or treat this insurance as though it had never existed.
Due Diligence Clause	5.2	The Assured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance
Definitions	5.3	This Insurance and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance or Schedule shall bear such meaning wherever it may appear.
Compliance with Terms	5.4	The Assured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
Permission for other Insurance	5.5	It is understood and agreed that no other insurance shall be effected by the Assured to protect the interest insured hereunder without the prior written approval of the Underwriters. In the event that such other insurance is effected, the Underwriters reserve the right to amend the terms and conditions of this Insurance.
Under-insurance	5.6	The Assured shall maintain insurance adequate to cover the full value of a total loss without any allowance for recoveries, savings or waivers. Should the Assured fail to do so then the Underwriters will not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity bears to the full value of a total loss of Expenses (and Profit if insured) for the relevant Insured Event(s).
Premium and Expenses	5.7	The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
Cancellation	5.8	In the event that the Assured wishing to cancel this policy Underwriters will require confirmation in writing together with the reason for cancellation. Underwriters may retain a minimum of 50% of the premium.
Maintenance of Records	5.9	The Assured shall maintain adequate records in connection with the subject matter insured hereunder.
Salvage and Recoveries	5.10	All salvage, recoveries and payments due to the Assured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
Subrogation	5.11	The Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Assured or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Assured's rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such rights.
Condition for Legal Action	5.12	No suit shall be brought upon this Insurance unless the Assured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
Assignment	5.13	This Insurance may not be assigned in whole or in part without the prior written consent of the Underwriters.

Loss Payee	5.14	If the Loss Payee is other than the Assured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed in the Schedule as Loss Payee(s). Payment of such losses by the Underwriters to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Underwriters' obligations to the Assured and Loss Payee(s) in connection with said loss (es).
Jurisdiction	5.15	In the Proposal Form the Assured had the choice of law and jurisdiction to apply. Unless the Assured requested and the Underwriters agreed otherwise in writing this Insurance is mutually agreed to be governed and construed in accordance with the laws of England and Wales whose courts shall have jurisdiction.
Multiple Shoot Days	5.16	It is understood and agreed that each shoot day shall be considered as a separate insurance
Decision to Cancel	5.17	The decision of the Estate Manager, Head Gamekeeper and or Shoot Captain as to whether or not a scheduled shoot can take place shall be accepted as final and Binding on both parties.

6. EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

Duty of Care	6.1	the Assured's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
Breach of Contract	6.2	any contractual dispute or breach by the Assured.
Alterations or Variations	6.3	alterations or variance of Insured Event(s) without the prior approval of the Underwriters.
Undeclared Expenses and Revenue	6.4	Expenses and Gross Revenue which have not been declared to and agreed by the Underwriters.
Early Cancellation	6.5	Any shoot which is cancelled prior to 12.30 PM
Fraud	6.6	any fraud, misrepresentation or concealment by the Assured.
Radioactive Contamination	6.17	(6.17.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, (6.17.2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Financial Causes	6.19	(6.19.1) withdrawal, insufficiency or lack of finance howsoever caused, (6.19.2) the financial failure of any venture, (6.19.3) lack of or inadequate receipts, sales or profits of any venture, (6.19.4) variations in the rate of exchange, rate of interest or stability of any currency

(6.19.5) financial default, insolvency, or failure to pay of any person, corporation or entity,

all ((6.19.1) to (6.19.5)) whether a party to this Insurance or otherwise.

Lack of Support 6.20 (6.20.1) lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,

(6.20.2) lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.

Other Insurance 6.25 any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

Snow 6.26 snow

7. CLAIMS PROCEDURE

It is a condition precedent to the liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:

- 7.1 (7.1.1) as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to the person(s) designated in the attached Schedule;
- (7.1.2) provide the following as soon as possible;
 - (7.1.2.1) A declaration signed by the Assured,
 - (7.1.2.2) A statement of the actual shoot expenses or revenue less any Refunds or Recoveries,
 - (7.1.2.3) A statement relating to the adverse weather conditions which prevented the scheduled shoot from taking place for those days that are the subject of a claim
 - (7.1.2.4) Such statement to be signed by the Estate manager, Head Gamekeeper or Shoot Captain
- (7.1.4) take all steps to minimise or avoid any loss hereunder;
- (7.1.5) provide the Underwriters or their appointed representatives with:
 - (7.1.5.1) all necessary assistance in a timely manner,
 - (7.1.5.2) all information required,
 - (7.1.5.3) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required
- (7.1.6) prove the loss to the satisfaction of the Underwriters;
- (7.1.7) forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

- 7.2 as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Underwriters at such reasonable time and place as may be designated by the Underwriters or their representatives.

So far as is in their power the Assured shall cause their employees and all other persons interested in the Insured Event(s), to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other act of the Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriters' liability.

- 7.3 as soon as is practicable render a signed and sworn proof of loss to the Underwriters or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
- 7.4 allow the Underwriters the right, if they so wish, to:
- (7.4.1) take over and conduct the defence or settlement of claims made against the Assured that are covered by this Insurance.
 - (7.4.2) pursue all rights or remedies available to the Assured whether or not payment has been made hereunder.



Schedule - Game Shoot Cancellation

Reference number	
Insured Title	
Insured Address	
Date	
Venue	
Sum Insured	
Cover for Snow	
Number of Shots	
Number of Brace	
Number of Guns	



COMPLAINTS PROCEDURE

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

**The Managing Director
HCC Specialty Underwriters Limited
40 Lime Street
London
EC3M 5BS**

If you are unable to resolve the situation and wish to make a complaint, you can do so in writing at the following address.

**The European Insurance Companies Compliance Officer
HCC International Insurance Company PLC
Walsingham House
35 Seething Lane
London
EC3N 4AH**

In the event that we are unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.