

# gunplan®

SPECIALIST SHOOTING INSURANCE



## INSURANCE BOOKLET

**Thank you for choosing Gunplan.**

Gunplan is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in bold type.

**GUNPLAN POLICY WORDING**

**NAME OF THE UNDERWRITER**

Aviva Insurance Limited (Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

If **You** 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.

**We** must draw **Your** attention to a number of important features of this insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**.

The **Policy** wording and **Insurance Schedule** make one document and must be read together. Please keep them together

- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in two parts – this **Policy** wording and the **Insurance Schedule**:

Policy	SCHEDULE
<ul style="list-style-type: none"> <li>• Exactly what is covered and what isn't</li> <li>• How to make a claim and how <b>We</b> will settle that claim</li> <li>• <b>Our</b> obligations to <b>You</b></li> <li>• The terms and conditions <b>You</b> must comply with</li> </ul>	<ul style="list-style-type: none"> <li>• The sections of the <b>Policy</b> that apply to you and the dates from which cover is in force</li> <li>• The various limits and sums insured that apply to <b>Your</b> cover</li> <li>• Any special terms that apply to <b>Your Policy</b></li> <li>• <b>Your</b> Premium</li> <li>• <b>Your Policy</b> number</li> </ul>

**Our** part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

**Your** part of the contract is:

- **You** must pay the Premium as shown on **Your Insurance Schedule** for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the Premium or **You** may find that **You** do not have any cover.

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## 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 and Exclusions:** Conditions and exclusions will apply to individual sections of the insurance while general exclusions and conditions will apply to the whole insurance.
- **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 reasonable care to protect yourself and **Your Shooting Equipment** 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 as detailed in '**Your** right to cancel'.

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 within 14 days from receipt of documentation.

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

## CLAIMS

### OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, our claims service is provided by Davies Group who are our nominated claims handlers.

#### HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall:

1. Notify Davies Group as follows:
  - a. As soon as reasonably possible and within 30 days of the date of the incident being discovered
  - b. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of **Your** claim by either:

- **Telephone: +44 (0)333 400 7251**
- Post: Gunplan Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: [newclaim.gunplan@davies-group.com](mailto:newclaim.gunplan@davies-group.com)

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

### 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. We will be entitled, at **Our** cost, but in **Your** name, to:
  - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - b. Take over and conduct the defence or settlement of any claim
4. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
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. Salvage - Following a valid claim, **We** may, without incurring any further liability and without diminishing **Your** right to rely on any condition of this insurance, take and keep possession of any of the Shooting Equipment insured under Section 3 and to deal with salvage in a reasonable manner, but **You** may not abandon any property insured to **Us**.
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.
8. If **You** are abroad at the time of an incident leading to a claim, **We** will not replace any **Shooting Equipment** until you return to the **United Kingdom**

### CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

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
  - c. Where appropriate, 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
2. In the event of claims in respect of third party Property 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.
3. 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.

## IMPORTANT INFORMATION

### CONSUMER INSURANCE ACT 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as reasonably possible but no later than 14 days. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

### KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **You**.

**You** must tell us immediately about the following changes:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or makes a misrepresentation, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

### YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later, **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or fax or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

**You** may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. **You** must send a signed letter of cancellation via post or fax, or send an email.

### OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

### GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the police;
2. Check and/or file your details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this. **We** can supply on request further details of the databases **We** access or contribute to. If **You** require further details please contact **Us** at:

Policy Investigation Unit, Aviva,  
Cruan Business Centre,  
Westerhill Business Park,  
123 Westerhill Road,  
Bishopbriggs,  
Glasgow,  
G64 2QR  
Telephone 0345 300 0597.  
Email: PIUUKDI@AVIVA.COM

**We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and  
Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

## TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

## REINSTATEMENT OF THE SUM INSURED

In the event of partial loss, theft or damage to the property insured the sum insured will be automatically reinstated from the date of the damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

## CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this please contact Gunplan.

## USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.



## DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy**, **Insurance Schedule** and endorsements.

### Accident

An external, sudden, unexpected, unusual specific event occurring at a definable time and place.

### Accidental Damage

Damage caused to **Shooting Equipment** accidentally or by violent and external means, including vandalism.

### Bodily Injury

Injury to the body caused by accidental, violent, visible and external means.

### Excess

The first part or amount **You** will be responsible for paying in the event of a claim.

### Indemnity Value

The value of the article immediately prior to the loss or damage.

### Insurance Schedule

Sets out the specific terms, values and endorsements applicable to the cover and should be read together with the **Policy**.

### Period of Insurance

The period cover is effective as detailed in **Your Insurance Schedule**.

### Policy

The policy wording (along with the **Insurance Schedule**) which forms part of the legal contract between **You** and **Us**.

### Shoot or Shooting

Being physically engaged in shooting at a recognised **Shooting Venue**.

### Shooting Equipment

Guns or other shooting equipment such as 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.

### Territorial Limits

Cover shall only apply within the territorial limits as defined in **Your Insurance Schedule**, however any claims under section 1 Public Liability must be brought against **You** within the **United Kingdom**.

**United Kingdom**

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

**We, Us and Our**

Aviva Insurance Limited

**You and Your**

The person named in the **Insurance Schedule**



## SECTION 1 - PUBLIC LIABILITY

Provides indemnity for third party **Bodily Injury** and third party property damage.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule 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 accidental:

1. **Bodily Injury** to any third parties
2. Damage to property belonging to others  
which arises from **Your** use or ownership of **Shooting Equipment** within the **Territorial Limits**

### WHAT IS NOT COVERED

1. Liability to any of **Your** employees
2. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
3. Any property belonging to **You** or in **Your** care, custody or control
4. Liability where **You** are entitled to indemnity from another more specific source
5. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
6. Punitive, exemplary or aggravated damages
7. Liability arising out of the ownership or use of land or buildings or animals
8. Liability directly or indirectly resulting from the pursuit of trade, business or profession
9. Liability arising out of the ownership, possession or use of vehicles, aircraft or watercraft
10. Any liability not involving the use or ownership of **Shooting Equipment**

## SECTION 2 - THIRD PARTY PROPERTY DAMAGE

Provides indemnity for accidental third party property damage.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule We** will cover loss or damage to the property of others that **You** may accidentally cause whilst **Shooting** within the **Territorial Limits** up to the limit stated in the **Insurance Schedule**.

### WHAT IS NOT COVERED

1. Liability to any of **Your** employees
2. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
3. Negligence or any legal liability
4. Any property belonging to **You** or in **Your** care, custody or control
5. Any claims arising out of the ownership or use of land or buildings or animals
6. Any claims directly or indirectly resulting from the pursuit of trade, business or profession
7. Any claims arising out of the ownership, possession or use of vehicles, aircraft or watercraft
8. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement

## SECTION 3 - SHOOTING EQUIPMENT

Provides cover for theft, loss or damage to **Shooting Equipment**.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule We** agree to pay for repair or replacement or issue a voucher up to the limit stated in your **Insurance Schedule**, of **Shooting Equipment** owned by you that has been stolen, lost or sustained **Accidental Damage** or malicious damage within the **Territorial Limits**.

**We** will pay the cost of replacement as new 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. Proof will be required which can be one of the following:

1. An original sales purchase or till receipt
2. An insurance valuation undertaken prior to any loss or damage
3. A bank or credit card statement showing evidence of purchase.

Where proof cannot be provided or 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.

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.

Single Article Limits: £12,000 applies to **Shooting Equipment**

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any loss, theft or damage to equipment which is hired, loaned or entrusted to **You**
3. Any loss from malicious damage &/or theft, not reported to the police within 24 hours of discovery and a crime reference number obtained
4. Any damage or loss or theft of **Shooting Equipment** in transit which has not been:
  - a. reported to the carrier
    - i. a written report obtained or
    - ii. in the case of an airline a property irregularity report will be required
5. Loss or theft of any **Shooting Equipment** 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
6. Theft from your home unless:
  - a. Your **Shooting Equipment** is kept inside the home, garage, outbuilding or wooden shed and any security devices such as door locks are in operation
  - b. Theft from the home involves evidence of force and violent entry or exit
7. Loss or theft of any **Shooting Equipment** left unattended in the open
8. Any theft from an unattended vehicle unless :
  - a. the **Shooting Equipment** is kept out of sight in a locked boot or a covered luggage area, and
  - b. the vehicle is securely locked ; and
  - c. the theft is verified by a Police Report
9. Business samples, goods, tools of trade
10. **Shooting Equipment** more specifically insured elsewhere

## SECTION 4 – EQUIPMENT HIRE

Provides indemnity for hire of **Shooting Equipment** following a loss under section 3 (**Shooting Equipment**).

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule** and 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.

Provided that proof is supplied which can be one of the following:

1. An original sales purchase or till receipt
2. Bank or credit card statement showing evidence of hire.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any claim where there is not a valid claim under section 3 for loss or damage to **Shooting Equipment**.

## SECTION 5 - PERSONAL ACCIDENT

Provides cover for accidental death, loss of limbs, permanent loss of sight, partial loss of sight, and permanent total disability.

### DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

### BODILY INJURY

Identifiable physical injury to **Your** body.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule We** will if, at any time **You** are involved in an **Accident** whilst **Shooting** within the **Territorial Limits, You** suffer a **BODILY INJURY**, which occurs solely, directly and independently of any other cause within 180 days result in:

1. **Your** death
2. Loss of one or more of **Your** limbs by physical separation at or above the wrist or ankle
3. The total irrecoverable loss of sight of both eyes as measured by the Snellen scale
4. The total irrecoverable loss of sight of one eye or the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be deemed to be the loss of 50% or more of vision of one eye for which no more than the limit defined in **Your Insurance Schedule** will be payable
5. 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.
6. 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
7. Permanent total disablement that prevents **You** from engaging in any occupation.

**We** shall pay to **You** or **Your** heirs and executors the amount stated in the **Insurance Schedule** applicable to each item.

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

For persons aged 80 and over benefits 1 - 4 are limited to £5,000 and there is no cover under 5 -7. **We** shall not pay for more than one lump sum benefit under this Section.

### WHAT IS NOT COVERED

1. Any claim 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
2. Claims arising directly or indirectly from any activities other than **Shooting** activities
3. Claims arising directly or indirectly from any manual work in connection with a profession, business or trade,
4. Any pre-existing defect, infirmity, sickness or disease at the time of the **Accident**
5. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury which is covered by this insurance).

### CONDITIONS

1. 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
2. **We** shall not pay for more than one lump sum benefit under this Section

## SECTION 6 – DENTAL TREATMENT

Provides cover in respect of accidental dental injury.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule 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**, and caused by an **Accident** independent of any other cause by **Your** participation in a **Shooting** activity (hereinafter referred to as dental injury). Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of dental injury.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Cosmetic or plastic surgery unless necessitated by a dental injury occurring whilst insured
3. Examinations, X-rays, extractions, fillings and general dental care except as a result of dental injury
4. Examination for check-up purposes not incidental to the dental injury
5. Any condition which originated prior to **You** becoming insured by this insurance
6. Damage to dentures, bridges or other forms of dental prosthetics unless caused by a dental injury
7. Normal wear and tear
8. Dental injury caused by foodstuffs including foreign bodies therein
9. Dental injury which is not apparent within 7 days of the date of **Accident**.



## SECTION 7 – EVENT FEE REIMBURSEMENT

Provides reimbursement of event fees

### WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule** and 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 up to the amount specified in the **Insurance Schedule** in respect of any one claim or in the aggregate in any one period of insurance. This section shall only apply in the event of **You** being unable to **Shoot** and therefore unable to attend the **Shooting Event**.

### WHAT IS NOT COVERED:

1. Any applicable **Excess**
2. 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
3. Any pre-existing defect, infirmity, sickness or disease at the time of entry into the **Shoot**
4. Any claim submitted without satisfactory written medical evidence
5. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental **Bodily Injury** covered hereunder).

## GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **Your** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

1. **You** must hold a current Shot Gun Certificate (Section 2, Firearms Act 1968) and/or Firearms Certificate (FAC) where it is required by law
2. **You** must comply with the safekeeping conditions as set out in the Firearms Rules 1998
3. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
4. 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
5. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
6. 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
7. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **We** will not make any payment under **Public Liability** until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than our share of the claim, even if the other insurer refuses the claim

### Important note

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

This **Policy** does not provide cover for any **Accidental Damage**, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Anything which occurred before the **Period of Insurance**
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War  
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:  
war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
4. Terrorism  
Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.  
Terrorism is defined as any act or acts including, but not limited to:
  - a. the use or threat of force and/or violence and/or
  - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
5. Other Actions  
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:  
any action taken in controlling, preventing, suppressing or in any way relating to 3) War or 4) Terrorism above.
6. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
7. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
9. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical **Accident** or **Bodily Injury**)
10. Any loss or damage:
  - a. deliberately caused by; or
  - b. arising from a criminal act caused by;  
**You** or any other person living with **You**.
11. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
12. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
13. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this insurance
14. Loss or damage caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
15. Loss due to confiscation, detention by Customs or other authority.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** 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.

## COMPLAINTS PROCEDURE

### OUR COMMITMENT TO CUSTOMER SERVICE

**We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none"> <li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>• Phone – 01782 339128</li> </ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Gunplan: <ul style="list-style-type: none"> <li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li> <li>• Post – Gunplan, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li> <li>• Phone – 0333 400 6864</li> </ul>

### OUR PROMISE TO YOU

**We** will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

### IF YOU ARE STILL NOT HAPPY

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have six months from the date of **Our** final response to refer **Your** complaints to the FOS. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### THANK YOU FOR YOUR FEEDBACK

**We** value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

For this type of insurance 90% of **Your** claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on 020 7741 4100, or 0800 678 1100.

## DATA PROTECTION – PRIVACY NOTICE

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

### PERSONAL INFORMATION

**We** collect and use personal information about **You** so that **We** can provide **You** with a policy that suits **Your** insurance needs. This notice explains the most important aspects of how **We** use **Your** information but **You** can get more information about the terms **We** use and view **Our** full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy)

**We** are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable reinsurers.

### PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

**We** will use personal information collected from **You** and obtained from other sources:

- to provide **You** with insurance: **We** need this to decide if **We** can offer insurance to **You** and if so on what terms and also to administer **Your** policy, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with **Our** insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help **Us** better understand **Our** customers and improve **Our** customer engagement. This includes profiling and customer analytics which allows **Us** to make certain predictions and assumptions about **Your** interests, make correlations about **Our** customers to improve **Our** products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with **Our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We**'ll ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your** policy and/or dealing with claims).

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the “Contacting **Us**” details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don't have to provide **Us** with any personal information, but if **You** don't provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

### CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

### AUTOMATED DECISION MAKING

**We** carry out automated decision making to decide whether **We** can provide insurance to **You** and on what terms. In particular, **We** use an automated underwriting engine to process the personal information **You** provide as part of this application process. This will include **Your** age and the level of cover **You** choose. **We** do this to calculate the insurance risk and how much the cover will cost **You**. Without this information **We** are unable to provide a price that is relevant to **Your** individual circumstances and needs. **We** regularly check the way **Our** underwriting engine works to ensure **We** are being fair to **Our** customers. After the automatic decision has been made, **You** have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at [dataprt@aviva.com](mailto:dataprt@aviva.com).

## HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

**We** may share **Your** personal information:

- with the Aviva group, **Our** agents and third parties who provide services to **Us**, and **Your** intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **Us** administer **Our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **Our** brokers who arrange and manage such reinsurance and insurance arrangements. They will use **Your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **Your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area ("EEA"). **We**'ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **Your** privacy rights. For more information on this please see **Our** Privacy Policy or contact **Us**.

## HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

**We** maintain a retention policy to ensure **We** only keep personal information for as long as **We** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **Your** insurance and deal with claims and queries on **Your** policy. **We** may also need to keep information after **Our** relationship with **You** has ended, for example to ensure **We** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **We** are required to do so for legal, regulatory or tax purposes.

## YOUR RIGHTS

**You** have various rights in relation to **Your** personal information, including the right to request access to **Your** personal information, correct any mistakes on **Our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **You**, and data portability. For more details in relation to **Your** rights, including how to exercise them, please see **Our** full privacy policy or contact **Us** – refer to the "Contacting **Us**" details below.

## CONTACTING US

If **You** have any questions about how **We** use personal information, or if **You** want to exercise **Your** rights stated above, please contact **Our** Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If **You** have a complaint or concern about how **We** use **Your** personal information, please contact **Us** in the first instance and **We** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.



The Royals, Altrincham Road, Manchester M22 4BJ

**Tel:** 0333 400 6864

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

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

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