

# CONVEX INSURANCE UK LIMITED

## Excess of Loss Liability Policy

United Kingdom

CVX-CAS-007-0424



# Excess of Loss Liability Policy

## Schedule

<b>Policy Number:</b>	TULCLX02185522
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Item 1 – Insured	
<b>Insured Name:</b>	The Secretary for the time being of the Shooters Rights Association
<b>Address:</b>	P O Box 3, Cardigan SA43 1BN
<b>Business:</b>	Membership Association - Promotional goods and the amateur usage of any firearms, shotguns, air weapon, bow or hand launched weapon/tool or sporting implement for artificial target shooting including practical shotgun with adequate devices for pest/vermin control, appropriate firearms and ammunition for game, wild fowling and deer stalking – including coup de grace, the humane dispatch of animals on or near public highways at the request of Police, RSPCA or National Trust and anywhere else at the request of the owner, the usage of any weapons appropriately modified as necessary for theatrical purposes, battle re-enactment, living history or airsoft skirmish. The scheme extends to include prospective members trialling artificial target shooting and other such shooting as is specified in section 11 and 11A of the Firearms Act, archery and hand launched devices usage under the immediate supervision of a qualified member. Talks, lectures and demonstrations performed by members voluntarily or including a fee but excluding the loading or firing of weapons and the use of weapons by the public in a battle re-enactment, combat or fight scenario. Fishing, angling including sea fishing from the shoreline.

Item 2 – Policy Period	
<b>From:</b>	26/07/2024
<b>To: (Both days inclusive):</b>	25/07/2025

Item 3 – Premium	
<b>Employers' Liability Premium:</b>	N/A
<b>Public/Products Liability Premium:</b>	GBP 5,500.00
<b>Total Premium:</b>	GBP 5,500.00
<b>Insurance Premium Tax at 12%:</b>	GBP 660.00
<b>Total Due:</b>	GBP 6,160.00

Item 4 – Insured Sections	
<b>Employers' Liability Limit of Liability:</b>	Not Operative
<b>In Excess of:</b>	Not Applicable
<b>Public &amp; Pollution Liability Limit of Liability:</b>	GBP 3,000,000 in accordance with the terms of the Primary Policy: any one occurrence and/or in the aggregate
<b>In Excess of:</b>	GBP 2,000,000

<b>Products Liability Limit of Liability:</b>	GBP 3,000,000 in accordance with the terms of the Primary Policy: any one occurrence and/or in the aggregate
<b>In Excess of:</b>	GBP 2,000,000

<b>Item 5 – Underlying Insurances</b>	<b>Insurer(s)</b>	<b>Policy Number(s)</b>
<b>Primary Policy:</b>	Zurich	PC275851
<b>Further Underlying Policies:</b>	Not Applicable	Not Applicable

Notification of Claims or Incidents to:	
<b>Email:</b>	<a href="mailto:convexclaims@broadspiretpa.co.uk">convexclaims@broadspiretpa.co.uk</a>
<b>Phone:</b>	01908 302011

<b>Underwriter:</b>	Megan Hardway  For and on behalf of Convex Insurance UK Limited.
<b>Dated:</b>	05/07/2024

In consideration of the Insured having paid or agreed to pay to the Insurer the Premium specified in the Schedule, the Insurer agrees to provide insurance under the terms of this Policy.

This Policy consists of the Schedule, the Insurance Cover, Conditions, Exclusions, Definitions, other terms and any Endorsements (if issued), all of which are a single document to be read as one contract (together the "Policy")

Please read this Policy carefully and make sure this Policy meets your needs. If the Policy is incorrect, please speak to your Broker.

Please keep this Policy safe and quote the Policy Number appearing in the Schedule in all communications.

## 1. Insurance Cover

- 1.1. The Insurer agrees to indemnify the Insured for the amount of the Insured's Loss that exceeds the applicable Underlying Limit of Liability, up to the applicable Limit of Liability, in accordance with the terms and conditions of this Policy.
- 1.2. Other than the Limit of Liability and the Premium, this Policy is subject to the same terms, conditions, definitions, limitations, exclusions as the Primary Policy and any additional exclusion of any Underlying Policy and of this Policy. Should any provision of an Underlying Policy conflict with the provisions of this Policy, the provisions of this Policy will prevail.

### PROVIDED ALWAYS THAT

- 1.3. Where the Primary Policy provides cover for Employers' Liability, Public Liability, Products Liability and/or Pollution Liability under separate insured sections, each with its separate limits of liability, so does this Policy. Where the Primary Policy provides cover for any of these insured sections with combined limits of liability, this Policy will provide cover with combined limits of liability in the same way.
- 1.4. This Policy's Limit of Liability, whether single or combined in accordance with clause 1.3, will apply to Loss on an "any one occurrence" and/or aggregate basis, in accordance with the terms of the Primary Policy.
- 1.5. This Policy will not drop down to apply in excess of any reduced or exhausted sub-limits in an Underlying Policy. This Policy however will attach if sub-limits contribute to the erosion or exhaustion of the Underlying Limit of Liability because they form part of the limits of the Underlying Policies, provided there is cover for the relevant Loss under the terms of this Policy.
- 1.6. Where the Limit of Underlying Limit of Liability is
  - a. reduced by a Loss to which an aggregate limit applies in the Underlying Policy, this Policy shall apply in excess of such reduced amounts,
  - b. exhausted by a Loss to which an aggregate limit applies in the Underlying Policy, this Policy shall apply in excess of such exhausted amounts,

however, this Policy shall only pay in excess of the retention or deductible applicable to the Primary policy, which shall be applied to any subsequent Loss in the manner specified in the Primary Policy.

- 1.7. No liability attaches to the Insurers unless and until the Underlying Insurers have paid, agreed to pay or been held liable to pay the full amount of their share of the applicable Underlying Limit of Liability.

- 1.8. The liability of the Insurers will not exceed the applicable Limit of Liability specified in the Schedule, which is the most the Insurer will pay in the aggregate or in respect of any one occurrence, in accordance with clause 1.4.

## 2. Conditions

- 2.1. It is a condition precedent to liability under this Policy that all Underlying Policies be maintained in full force and effect during the Policy Period, except for any reduction of the aggregate limits (if any) contained in the Underlying Policies solely as a result of payment of Loss.
- 2.2. No amendment to the Primary Policy during the Policy Period will be effective in extending the scope of cover under this Policy until agreed in writing by the Insurer.
- 2.3. The Insured will notify the Insurers in writing of any material changes to the business or risk covered by this Policy. The Insurers reserve the right to accept or deny coverage at the time of such notification and to charge a separate rate and Premium for any such coverage.
- 2.4. The Insurers will pay for Defence Costs incurred with their consent provided that:
- if the Primary Policy provides for Defence Costs to be payable in addition to the limit of liability, then the Insurer will only pay Defence Costs in the same proportion that the Insurer's liability for the Loss (excluding Defence Costs) under this Policy bears to the total sum payable under all contributing insurances for the same Loss (excluding Defence Costs);
  - if the Primary Policy provides for its limit of liability to be inclusive of Defence Costs, the Limit of Liability will apply in like manner;
  - if any Underlying Insurer has exercised a right under its Underlying Policy to pay its own limit of liability for the Loss and only be liable for Defence Costs for which they are responsible up to the time of payment, then the Insurer will not pay those costs for which that Underlying Insurer would have been liable but for the exercise of that right.
- 2.5. Any decision by an Underlying Insurer to pay a claim ex-gratia or without prejudice to liability, taken without prior written acceptance of the Insurer, will not be binding on the Insurer and will not operate to erode the Underlying Limit of Liability, nor will any action or decision of the Underlying Insurer which prejudices the Insurer in the conduct or settlement of any Loss potentially covered under this Policy be binding on the Insurer.
- 2.6. In the event one or more Underlying Insurers fails to make any payment as a result of the insolvency, bankruptcy or liquidation of such insurer, then the Insured will be deemed self-insured for the amount of the relevant Underlying Insurer's unpaid limit of liability.
- 2.7. It is a condition precedent to any liability of the Insurers in respect of any Insured's claim under this Policy that the Insured provides the Insurers with a full copy of the Primary Policy (including without limitation any endorsements, memoranda, and all attachments thereto).
- 2.8. The Insured will give written notice to the Insurers as soon as practicable of:
- any occurrence that may reasonably lead to a fatality, a serious spine injury or head injury; and
  - any other occurrence once it can reasonably be anticipated to lead to a Loss worth in excess of 50% of the Underlying Limit of Liability
- 2.9. Once it has made a notification the Insured must give all information and assistance as the Insurers may reasonably require and generally cooperate with the Insurers' investigations.
- 2.10. In the event of a Loss to which the Insurers may be liable to contribute, no settlement will be incurred on the Insurers' behalf without the Insurers' written consent being first obtained.
- 2.11. Should the Insured elect not to appeal a judgment in excess of the Underlying Limit of Liability, the Insurers may elect to conduct such appeal at their own cost and expense, in which case the Insurers will be liable for the costs and interest incidental thereto but in no event will the liability of the Insurers exceed the applicable Limit of Liability.
- 2.12. Should the Primary Insurers exercise a right under the Primary Policy to pay the Limit of Liability thereunder and only be liable for costs incurred up to the time of such payment, then the Insurers will have the right to contest any claim against the Insured in the name of the Insured. In such a case the Insurers will pay all Defence Costs incurred with their written consent after the date upon which the Primary Insurers will have exercised the aforementioned right.
- 2.13. This Policy and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle

any dispute or claim (including contractual or non-contractual disputes or claims) arising out of or in connection with this Policy or its subject matter, interpretation or formation.

- 2.14. No party other than the Insured will be entitled to enforce any term of this Policy for its own benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 2.15. Cancellation
- a. The Insured is entitled to cancel this Policy by giving the Insurer thirty (30) days' notice in writing.
  - b. The Insurer is entitled to cancel this Policy by giving the Insured thirty (30) days' notice in writing.
  - c. Upon such cancellation by either the Insured or the Insurer, any return of Premium due to the Insured will be calculated at a proportional daily rate depending on how long the Policy has been in force unless the Insured has made a claim in which case the full annual Premium is due.
- 2.16. Premium Payment
- a. The Insured undertakes that premium will be paid in full to the Insurer within 60 (sixty) days of inception of this Policy (or, in respect of instalment premiums, when due).
  - b. If the premium due under this contract has not been so paid to the Insurer by the 60th (sixtieth) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) the Insurer shall have the right to cancel this contract by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurer on a pro rata basis for the period that Insurer are on risk but the full Policy premium shall be payable to Insurer in the event of a Loss prior to the date of termination which gives rise to duty to notify under this Policy.
  - c. It is agreed that the Insurer shall give not less than 15 (fifteen) days' prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.
  - d. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions of this clause which will remain in full force and effect.
- 2.17. Sanctions Suspension Clause
- a. It is a condition of this Policy, and the Insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the Insurer would expose the Insurer to any sanction, prohibition or restriction under any:
    - i. United Nations' resolution(s); or
    - ii. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
  - b. Such suspension shall continue until such time as the Insurer would no longer be exposed to any such sanction, prohibition or restriction.

### 3. Exclusions

This Policy does not cover any Loss:

#### 3.1. Cyber

directly or indirectly caused by the use or operation of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

#### 3.2. Communicable disease

- a. directly or indirectly arising out of or relating to any Communicable Disease (as hereinafter defined), or any fear or threat (whether actual or perceived) of any Communicable Disease, or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any Communicable Disease.
- b. For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

The exclusion does not apply to Loss arising under the Employers' Liability cover provided by this Policy, if any.



**3.3. War**

in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**3.4. Terrorism**

directly or indirectly arising out of or relating to an act of Terrorism.

This exclusion does not apply to Loss arising under the Employers' Liability cover provided by this Policy, if any.

## **4. Definitions**

Capitalised words and terms are defined in the Definitions below. The singular includes the plural and vice versa.

**4.1. Defence Costs**

means fees, costs and expenses incurred by the Insured in the defence or settlement of a claim covered under the Primary Policy and under this Policy.

**4.2. Insured**

means the corporate body named as such in the Schedule of this Policy.

**4.3. Insurer(s)**

means Convex Insurance UK Limited.

**4.4. Limit of Liability**

means the limits of liability specified in the Schedule for each of the applicable insured sections.

**4.5. Loss**

means all sums which the Insured becomes legally liable to pay for damage or any other relief, and Defence Costs, insofar as these sums are covered under the Primary Policy and under this Policy.

**4.6. Policy Period**

means the period specified in the Schedule.

**4.7. Premium**

means the amount payable by the Insured specified as such in the Schedule or in any Endorsement.

**4.8. Primary Policy**

means the policy specified as such in the Schedule which provides the first underlying limit of liability.

**4.9. Terrorism**

means an act or series of acts including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**4.10. Underlying Policies**

means the Primary Policy and all other policies identified as such in the Schedule that sit below this Policy.

**4.11. Underlying Insurers**

means the insurers who provide the Underlying Policies.

**4.12. Underlying Limit of Liability**

means the sum total of the limits of liability provided under all Underlying Policies for the applicable sections of cover, as specified in the Schedule and in accordance with the terms of this Policy.



For the purpose of interpreting the sections below (being section 5 (Complaints), section 6 (Insurance Guarantee Scheme), section 7 (Regulatory Information) and section 8 (Fair Processing Notice)) Insurers shall be referred to as “We”, “Us” and “Our” and “You” shall mean the Insured.

## 5. Complaints

We aim is always to provide You with the best possible service. If You feels that We have not provided the best possible service or made an error, then please advise Us in the first instance. We will take Your complaint seriously and do Our best to investigate and resolve it as quickly as possible. We have established the following Complaints handling procedure to ensure that this happens.

### Step 1

Tell Us about it. There are different ways You can do that.

1. Communicate with Your usual contact at Convex, Your Account Manager or Your Broker. Let them know that You are dissatisfied with the service You have received and tell them why. You can contact Us by email, telephone, or letter.
2. Contact Our complaints team:  
[complaints@convexin.com](mailto:complaints@convexin.com)  
Tel: +44 (0)7919 603210  
Convex Insurance UK Limited  
52-54 Lime Street, London EC3M 7AG, United Kingdom

We will acknowledge Your complaint promptly and We will let You know who will be handling Your complaint and provide You with their contact details.

### Step 2

We aim to resolve Your complaint as soon as possible. If it is complicated or We need to investigate the circumstances further, then We may not be able to resolve it straight away and it may take longer depending on its complexity. We aim to get You a final response within eight (8) weeks of receiving Your complaint. If We cannot do so, then We will tell You why it is taking more time and let You know what We are doing and how long We expect it will take to resolve.

### Step 3

If You are not happy with Our response, or actions, and feel that the matter has not been resolved to Your satisfaction, then there are two options to take it further:

1. You may be eligible to refer Your complaint to the Financial Ombudsman Service, the “FOS”. Please note that there are time limits within which You must contact the FOS (these limits have been mentioned previously in this Policy). Convex Insurance UK Limited needs to give You their final response within eight (8) weeks of your complaint, at the most, depending on what You are complaining about. You need to get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited’s final response to your complaint.

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <http://www.financial-ombudsman.org.uk>

2. Alternatively, You may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

Email: [lorraine@convexin.com](mailto:lorraine@convexin.com) or write to the following address:

Convex Insurance UK Limited  
52-54 Lime Street, London EC3M 7AG, United Kingdom

## 6. Insurance Guarantee Scheme

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme (“FSCS”). You may be entitled to compensation from the Scheme if Convex Insurance UK Limited is unable to meet its obligations under this Policy of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## 7. Regulatory Information

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616).

Registered Office 52 Lime Street, London, EC3M 7AF.

Registered in England Number 11796392.

You can find this information on the Financial Conduct Authority's ("FCA's") website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms the FCA regulate or by calling the FCA on 0800 111 6768 (Call 0800 111 6768 (freephone) or 0300 500 8082 from the UK), or +44 207 066 1000 from abroad. The FCA are open from Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

## 8. Fair Processing Notice

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice "We", "Us" or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "You") when We are providing our insurance and reinsurance services.

### How We Will Use Your Data

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from **You** or from other parties about You in connection with this Policy, will be used by Convex Insurance UK Limited for the purposes of determining Your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required, by law, to collect certain personal information about You, or because of any contractual relationship We have with You. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become Data Controllers in respect of Your personal information. Because We operate as part of a global business, We may transfer Your personal information outside the European Economic Area for these purposes.

### Your Rights Regarding Your Personal Information

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

If You have questions or concerns regarding the way in which Your personal information has been used, please contact the Data Protection Officer, Lorraine Mullins, by email or letter at:

[Lorraine@convexin.com](mailto:Lorraine@convexin.com)

Convex Insurance UK Limited  
52 Lime Street, London EC3M 7AF, United Kingdom

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

For more information about how we process your personal information, please see our full privacy notice at: <https://convexin.com/privacy-policy/> or for a written copy please contact us at:

Convex Insurance UK Limited  
52 Lime Street, London EC3M 7AF, United Kingdom

## 9. Endorsements

Any Endorsement(s) attaching to this Policy are shown below:



### **Convex Re Limited**

Point House, 6th Floor, 6 Front Street,  
Hamilton HM 11, Bermuda

### **Convex Insurance UK Limited**

52 Lime Street, London, EC3M 7AF

### **Convex Europe S.A.**

37 Boulevard Joseph II, 2ème étage,  
L-1840, Luxembourg, Grand-Duchy of Luxembourg

### **Convex Europe S.A. UK Branch**

52 Lime Street, London, EC3M 7AF

### **Convex Guernsey Limited**

Bucktrout House, Gategny Esplande, St Peter Port,  
Guernsey, GY1 1WR

### **Convex North America Insurance Services LLC**

47 Hulfish Street, Suite 310, Princeton, NJ 08542

[convexin.com](http://convexin.com)

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