



EXCESS OF LOSS INSURANCE (PUBLIC & PRODUCTS LIABILITY)

Schedule

POLICY NO: CLMU23559349N

INSURED: The Secretary for the time being of the Shooters Rights Association

ADDRESS: Llanerchymeidwr
Llwyndrain
Llanfyrnach
Pembrokeshire
SA35 0AX

BUSINESS: Membership Association for Promotional of Goods and the Amateur Useage of any Firearms, Shotguns, Air Weapons, Bow or Hand Launched Weapon / Tool or Sporting Implement for Artificial Target Shooting Including Practical Shotgun with Adequate Devices for Pest / Vermin Control

PERIOD OF INSURANCE: **From:** 25 July, 2023
To: 24 July, 2024
Both days inclusive, local standard time, at the address of the Insured

LIMIT OF INDEMNITY : **Public Liability** GBP 5,000,000
Any one event or series of events arising from one originating cause during the Period of Insurance.
Products Liability GBP 5,000,000
In the aggregate during the Period of Insurance.

UNDERLYING LIMIT OF INDEMNITY (Total Primary and Underlying Excess Limit Of Indemnity):
Public Liability GBP 5,000,000
Each and every claim during the Period of Insurance.
Products Liability GBP 5,000,000
In the aggregate during the Period of Insurance

PRIMARY INSURERS: Zurich Insurance PLC

PRIMARY POLICY NO: PC275851

UNDERLYING EXCESS INSURERS: Convex Insurance UK Limited

UNDERLYING EXCESS POLICY NO: AF878E21B000

Policy written by AXIS Speciality Europe SE

Under Lineslip agreement number

B1141C23M8185

ENDORSEMENTS:

Cyber Endorsement - Public & Products Liability (XOL)

1. **We** will not provide any cover under any circumstances for any loss, damage, liability, claim, fine, penalty, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - i. **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or
 - ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount relating to the value of such **data**.
2. This endorsement applies notwithstanding the coverage provided by any **underlying policies**.
3. This endorsement supersedes any other wording in the Policy or any endorsement having a bearing on a **cyber act**, **cyber incident** or **data** and if in conflict with such wording, replaces it.
4. If **we** allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary will fall upon **you**.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will continue in full force and effect.

Definitions applicable to this endorsement:

- A. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.
- B. **Cyber Act** means:
 - i. a deliberate, unauthorised, malicious or criminal act;
 - ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
 - iii. any threat or hoax relating to i and/or ii above,
regardless of time and place, involving access to or the processing, use or operation of any **computer system**.
- C. **Cyber Incident** means:
 - i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **computer system**; or
 - ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.
- D. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Policy Wording

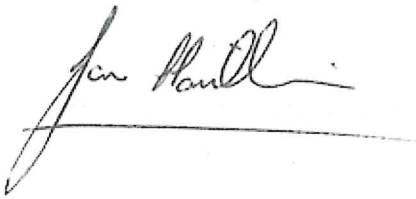
Welcome

Welcome to **your** Excess of Loss Insurance (Public & Products Liability) Policy Wording.

This Policy acts as an additional layer of public and/or products liability coverage if the limits of indemnity under any **underlying policies** are exhausted. The Schedule will confirm which sections of cover apply and the **limit of indemnity** applicable to those sections.

If **you** have any questions about **your** Policy or would like to make any changes to the cover provided, please contact the broker or agent who arranged **your** Policy. They administer **your** Policy on **our** behalf and will be pleased to help.

Certain words and phrases in this document have special meanings. These are highlighted in **bold** and are explained in the 'Definitions' Section of this document.



Ian Hamilton
Managing Director, Breeze Underwriting Limited
42-43 Broomfield House, Lanswoodpark Business Centre, Broomfield Rd, Elmstead Market, CO7 7FD

For and on behalf of AXIS Speciality Europe SE

The Insurance Contract

This Policy Wording, the Schedule and any Endorsements attached to these documents form the contract of insurance between **you** and **us**. They should be read together as if they are one document. In return for the payment of the insurance premium and subject to the terms and conditions of **your** Policy, **we** will provide the cover explained in **your** Policy documentation for the duration of **your** Policy.

Claims Helpline

To report a claim, please contact the AXIS Claims department at:

Address: Claims, AXIS Managing Agency Ltd, 52 Lime Street, London EC3M 7AF

Tel: 020 7877 3800

Email: liability.claims@axiscapital.com

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What is Covered

We will pay any sums that **you** become legally liable to pay in respect of an **insured event** which happens during the **period of insurance**.

We will also pay any costs, fees and expenses incurred with **our** prior consent for the defence, handling or settlement of a claim.

All payments are subject to the **limit of indemnity** which is stated in the Schedule.

In respect of any other costs and expenses relating to any matter which forms the subject of a claim, **we** will pay either:

- a) up to the **limit of indemnity** and in excess of the Underlying Limit of Indemnity stated in the Schedule for damages, compensation, costs and expenses where the **underlying policies** provide for such costs and expenses to be included within the Underlying Limit of Indemnity; or
- b) up to the **limit of indemnity** and in excess of the Underlying Limit of Indemnity stated in the Schedule for damages and compensation, with costs and expenses payable in addition where the **underlying policies** provide for such costs and expenses to be payable in addition to the Underlying Limit of Indemnity. **Our** liability is limited to that proportion which the amount payable under this Policy (excluding such costs and expenses) bears to the total sum payable under all contributing policies excluding the said costs and expenses

Provided that:

- 1) **We** will only provide cover in accordance with the terms of the **underlying policies**; subject always to the terms and conditions of this Policy.
- 2) **We** will not provide indemnity under this Policy:
 - a) unless and until the **underlying insurers** have paid or have been held liable to pay the Underlying Limit of Indemnity in full. This applies to each claim or series or combination of claims as expressed in the **underlying policies**; and
 - b) such payment or liability to pay the Underlying Limit of Indemnity relates solely to an **insured event** which happens during the **period of insurance** of this Policy.

- 3) Irrespective of the number of parties entitled to indemnity or the number of claimants, the total amount payable by **us** for any one claim or series or combination of claims will not exceed the **limit of indemnity** and will only be payable in excess of the Underlying Limit of Indemnity.
- 4) In the event that the **underlying insurers** exercise their right to pay the Underlying Limit of Indemnity and only be liable for costs and expenses which they are responsible for up to the time of such payment, **we** will provide indemnity in respect of costs and expenses for which the **underlying insurers** would have been liable had they not exercised that right.
- 5) If any aggregate limit of indemnity in the **underlying policies** is exhausted by reason of claims paid by the **underlying insurers** (or claims which they have been held liable to pay), **we** will:
 - a) in the event of partial exhaustion, provide indemnity in excess of the reduced Underlying Limit of Indemnity; or
 - b) in the event of total exhaustion, continue this Policy in force as the Primary Insurance subject to the terms of this Policy.

What is Not Covered

We will not make any payment for any claim which directly or indirectly is caused by, contributed to by or arises from:

- 1) Asbestos, asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres; or the cost of removing, nullifying or cleaning up asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.
- 2) Any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the threat and/or the use of violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

This Exclusion also applies to injury, damage, cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If **we** allege that by reason of this Exclusion any injury, damage, cost or expense is not covered by this Policy, the burden of proving otherwise will be upon **you**.

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

- 4) Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
- 5) Any judgement, award or settlement made within a country which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part), unless **you** have expressly requested that there is no such limitation and accepted the terms offered by **us** to grant such cover.
- 6) Liquidated damages clauses, penalty clauses or performance warranties unless it can be proved that liability would have attached in the absence of such clauses or warranties.

Liquidated damages are specific damages agreed at the time a contract is made which act as compensation in the event of a breach of contract.

- 7) If **you** make a fraudulent claim under this insurance, **we**:
 - i) will not pay the claim; and
 - ii) may recover (from **you**) any sums already paid by **us** in respect of the fraudulent claim; and
 - iii) may terminate this insurance from the time of the fraudulent act.

If **we** exercise **our** right under point iii) above:

- iv) **we** will not pay any claim which occurs after the time of the fraudulent act; and
- v) will not return any of the premiums paid.

General Conditions

Some of the conditions below are conditions precedent to **our** liability to provide insurance cover under **your** Policy. These will be clearly marked where applicable. Breaching these conditions may affect the cover provided and/or the settlement of any claim.

Underlying Policies

This Policy is subject to all of the terms of the **underlying policies**, unless they conflict with any of the terms of this Policy in which case the terms of this Policy will prevail.

It is a condition precedent to **our** liability under this insurance that the **underlying policies** are maintained in full force and effect during the **period of insurance**. It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with this condition.

Scope of Cover

If the **underlying insurers** require **you** to pay an additional premium or bear any part of a claim by way of an excess or co-insurance, the scope of cover provided by this Policy will not be extended without **our** prior consent.

Notification of a Claim

It is a condition precedent to **our** liability under this insurance that **you** give notice, as soon as practicable, of any claim which could involve more than 25% of the Underlying Limit and provide all information, documentation and assistance that **we** require.

It is a further condition precedent to **our** liability under this insurance that **you** do not agree to settle a claim for a sum in excess of the Underlying Limit without **our** prior consent.

To report a claim, please contact the AXIS Claims department at:

Address: Claims, AXIS Managing Agency Ltd, 52 Lime Street, London EC3M 7AF

Tel: 020 7877 3800

Email: liability.claims@axiscapital.com

It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with these conditions.

Claim Recovery

Any amount recovered or received after the payment of a claim under this Policy will be treated as if recovered or received prior to the settlement of such claim. Such amount will be applied first towards the repayment of any sums paid by **us** in respect of that claim and then between **you** and the **underlying insurers** in accordance with the terms of the **underlying policies**.

Any costs incurred in relation to such recoveries will be adjusted between **us**, the **underlying insurers** and **you** in proportion to the actual amounts paid by each.

Other Insurance

If another valid and collectible insurance is available for a claim which is covered by this Policy (other than insurance which is specifically stated to be in excess of this Policy), the cover provided by this Policy will be in excess of and will not contribute with such other insurance. Nothing in this condition will be construed to make this Policy subject to the terms, conditions and limitations of any other insurance.

Claim Costs and Expenses

If the settlement of a claim is practicable for a sum not exceeding the Underlying Limit of Indemnity before a dispute is taken to court (whether by compromise or otherwise), **we** will not make any contribution towards legal costs or expenses which would otherwise be covered on the basis stated in the 'What is Covered' Section of this document.

Insolvency, Bankruptcy and Receivership

The insolvency, bankruptcy or receivership or the refusal or inability to pay by **you** or **us** will not operate to reduce or exhaust the Underlying Limit of Indemnity or increase **our** liability under this Policy.

Premium Payment

It is a condition precedent to **our** liability under this insurance that the premium is paid within 60 days of inception or where the premium is payable by instalments, at the time the instalment is due. If the premium is not paid, **we** or **your** broker or agent may cancel **your** insurance by sending 14 days' notice, in writing, to **your** last known address.

We will make a proportionate charge for the time **we** have provided cover (based on the number of days this insurance was in force), with the full premium being payable if **you** have made a claim, including a claim which is under consideration, or if **you** are aware of an incident which is likely to result in a claim.

If the premium is paid before the notice period expires **we** will automatically revoke notice of cancellation. If not, the insurance will automatically terminate at the end of the notice period.

In the event that the premium is not paid within 60 days of inception, **you** will be in breach of this condition and **we** will have no liability under this insurance in respect of losses occurring or attributable to something happening between the date of the breach and the date that the breach is remedied.

Adjustment of Premium

If the premium for **your** Policy has been calculated on estimates provided by **you**, **you** must keep an accurate record of all relevant particulars which is available to **us** for inspection.

Within one month of the expiry date of each **period of insurance** **you** must provide **us** with an accurate statement in the form required so the premium for that period can be calculated and the difference paid by or allowed to **you**.

If **you** fail to provide such statement within the specified timeframe **we** may charge an additional premium for that **period of insurance**.

Cancellation by You

You may cancel this insurance at any time by contacting the broker or agent who arranged **your** Policy.

If **you** cancel this insurance before cover has commenced, **we** will allow a full refund of premium.

You may cancel this insurance at any other time and **we** will consider an appropriate refund noting that this Policy is based on a minimum and deposit premium and **we** are not obliged to offer any refund at all.

Cancellation by Us

We may cancel this insurance at any time by sending 30 days' notice, in writing, to **your** last known address. This action will only be taken for a valid reason such as:

- a) a change in the risk which means **we** can no longer provide insurance cover;
- b) **your** non-cooperation or **your** failure to supply any information or documentation that **we** request; or
- c) **your** use of threatening or abusive behaviour.

We will make a proportionate charge for the time **we** have provided cover (based on the number of days this insurance was in force), with the full premium being payable if **you** have made a claim, including a claim which is under consideration, or are aware of an incident which is likely to result in a claim.

Cross Liability

Where there is more than one party named in the Schedule as the **Insured**, this Policy will apply separately to each **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured**.

We agree to waive all rights of subrogation against any of these parties, provided that the total amount payable in respect of all parties will not exceed in total the **limit of indemnity**.

Legal, Regulatory and Other Information

About AXIS Specialty Europe SE

AXIS Specialty Europe SE is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request.

Law and Jurisdiction

This insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Duty of Fair Presentation

If **you** breach **your** duty of fair presentation before entering into this insurance contract, the remedies available to **us** are explained below.

- a) If the breach is deliberate or reckless:
 - i) **we** may avoid the contract and refuse to pay a claim; and
 - ii) **we** do not need to return any of the premiums paid.

- b) If the breach is not deliberate or reckless, the remedy depends on what **we** would have done if **you** had complied with the duty of fair presentation.
 - i) If **we** would not have entered into the contract at all, **we** may avoid the contract, refuse all claims or losses and return any premiums paid.
 - ii) If **we** would have entered into the contract but on different terms (other than terms relating to the premium), the contract will be treated as if it had been entered into on those different terms from the outset.
 - iii) If **we** would have entered into the contract but charged a higher premium, **we** may reduce the amount **we** pay for a claim by a proportional amount (and, if applicable, the amount already paid for previous claims). In these circumstances **we** will pay X% of the amount **we** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

If **you** breach **your** duty of fair presentation before entering into a variation to this insurance contract, the remedies available to **us** are explained below.

a) If the breach is deliberate or reckless:

- i) **we** may terminate the contract from the date the variation was concluded; and
- ii) **we** do not need to return any of the premiums paid.

b) If the breach is not deliberate or reckless, the remedy depends on what **we** would have done if **you** had complied with the duty of fair presentation.

- i) If **we** would not have agreed to the variation at all, **we** may treat the contract as if the variation was never made and return any extra premium paid for that variation.
- ii) If **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms.
- iii) If **we** would have increased the premium by more than **we** did (or at all), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
- iv) If **we** would not have reduced the premium as much as **we** did (or at all), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

Acts and Statutes

The reference to any Act, statute or statutory provision includes any amendment, re-enactment or replacement of that Act, statute or statutory provision.

Where appropriate, the reference to any Act, statute or provision includes reference to any equivalent international legislation.

Sections, Terms, Conditions and Exclusions

If any section, term, condition or exclusion which forms part of **your** Policy is found to be invalid or unenforceable, the remaining sections, terms, conditions and exclusions will be in full force and effect.

If part of a section, term, condition or exclusion which forms part of **your** Policy is found to be invalid or unenforceable, the remainder of that section, term, condition or exclusion will be in full force and effect.

References to the Singular

References to the singular include the plural.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability Notice

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

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Privacy Notice

We collect and use relevant information about **you** to provide the insurance cover from which **you** benefit and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect in connection with the insurance cover from which **you** benefit. This may include sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances **we** may need **your** consent to process certain categories of information (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector such as insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide **us** or **your** broker or agent with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information, please see **our** full Privacy Notice which is available online at www.axiscapital.com or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full Privacy Notice, please contact **us** at:

Address: The Data Protection Officer, AXIS Specialty Europe SE, 52 Lime Street, London EC3M 7AF

Email: dpo@axiscapital.com

Phone: 020 7877 3907

How to Make a Complaint

If **we** haven't delivered the service **you** expect, **you** can make a complaint by contacting **us** at:

Address: Complaints, AXIS Specialty Europe SE, 52 Lime Street, London EC3M 7AF

Tel: 020 7050 9000

Fax: 020 7050 9001

E-mail: complaints@axiscapital.com

If **you** are unhappy with the outcome of **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service.

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567 (calls are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This does not affect **your** right to take legal action.

Definitions

Words and phrases have the meaning shown below where they appear in bold.

Insured Event

- a) Physical bodily injury including accidental death, disease or illness.
- b) The loss of or damage to property.
- c) Any other event for which **we** have agreed to provide indemnity.

All as more specifically defined in and covered by the **underlying policies**.

Limit of Indemnity

The applicable limit stated in the Schedule.

Period of Insurance

The period for which this insurance is valid, which is stated in the Schedule.

Underlying Policies

The Primary Policy and all policies providing indemnity in excess of the Primary Policy up to the Underlying Limit of Indemnity specified in the Schedule.

Underlying Insurers

The Primary Insurer and all insurers providing indemnity in excess of the Primary Policy Insurer up to the Underlying Limit of Indemnity specified in the Schedule.

We / Us / Our

AXIS Specialty Europe SE and/or any other subscribing insurers noted in this Policy.

You / Your / Insured

The person, persons or corporate bodies named as the Insured in the **underlying policies**.