

Gun Insurance

POLICY DOCUMENT

UNDERWRITTEN BY



ARRANGED BY



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Introduction

Policy information

Thank you for insuring with us.

Within this document we have set out important information about your policy and how to contact us to make a claim.

This document should be read with your schedule and kept in a safe place for future reference.

Please check your schedule to see which sections and cover apply to you.

How Ecclesiastical will use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email compliance@ecclesiastical.com

Claims service and contact numbers

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

Making your claim

All claims are dealt with by our Claims Team.

If you need to make a claim, please call the number below. Our claim lines are open 24 hours a day, 7 days a week for reporting new claims.

For enquiries about existing claims, our lines are open Monday to Friday between 8.00 am and 6.00 pm.

Please call us on:

From the UK:

0345 603 8381

From abroad:

+44 (0)1452 872 701

Complaints procedure

How to make a complaint

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc
Beaufort House,
Brunswick Road,
Gloucester,
GL1 1JZ

Tel: 0345 777 3322

Email: complaints@ecclesiastical.com

Our complaints promise

We aim to resolve your complaint within one business day.

To resolve your complaint we will:

1. Investigate your complaint carefully and fairly;
2. Keep you informed of the progress;
3. Respond in writing to your complaint as soon as possible.

For more complex issues, we may need a little longer to investigate or to ask you for further information.

If you are not satisfied with our response

If:

1. You are not happy with how we have dealt with your complaint; or
2. We have not responded within 8 weeks.

you can refer your complaint to the Financial Ombudsman Service:

The Financial Ombudsman
Service Exchange Tower
London E14 9SR

Phone: 0800 0 234 567

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

Website: www.financial-ombudsman.org.uk

Please note that this complaints handling procedure does not affect your right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme is an independent body, set up by the Government, which gives you your money back if a financial services provider cannot meet its obligations. This includes all insurance companies regulated by the FCA.

You may be entitled to compensation from the FSCS if we are unable to meet our obligations under this policy.

Please note that the FSCS can only help if we are no longer trading.

Contacting the FSCS

The FSCS can be contacted at:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street,
London EC3A 7QU.

Phone: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

About us

This contract of insurance is underwritten by Ecclesiastical Insurance Office plc.

Our FCA register number is 113848

Our permitted business is general insurance

You can check our details on the FCA Register at any time by visiting the FCA's website:

www.fca.org.uk/register

or by contacting the FCA on **0800 111 6768**

General terms and conditions

The terms and conditions below apply to the whole **policy**, in addition to the terms and conditions for each section.

The agreement between **you** and **us**

1. **We** will insure **you** in accordance with the terms and conditions of the **policy** for loss, damage or liability occurring during the **period of insurance**; and
2. **You** will pay the premium and keep to the terms of the **policy**.

Definitions applying to the whole policy

Where these words appear in bold in the **policy**, they have the meaning shown below. Other defined words can be found in each section of the **policy**:

Damage

means physical loss, destruction or damage.

Excess

means the amount **you** must pay towards each claim. The excess amount is shown on the schedule. If one incident or event results in claims under more than one section of the **policy**, **you** will only need to pay one excess, whichever is the highest.

Geographical limits

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Item(s) insured

means the items insured as set out and described in the schedule to this **policy**.

Period of insurance

means the period when the **policy** is in force. This is shown in the schedule.

Policy

means this insurance document, the schedule and any endorsements.

Sum insured

means the most **we** will pay for any claim or loss. This is shown in the schedule.

Terrorism

means any act, including the use of actual or threatened force or violence, which is:

1. committed by a person or group of people, whether acting alone or in connection with an organisation or government;
- and
2. for political, religious, ideological or similar reasons, including with the intention of influencing a government or putting a section of the public in fear.

We/us/our

means Ecclesiastical Insurance Office plc.

You/your

means the Insured named in the schedule.

Claims conditions

1 Telling us

If **you** need to make a claim, it is important that **you** let **us** know as soon as possible.

If **you** need to make a claim, please call the number below. **Our** claim lines are open 24 hours a day, 7 days a week:

Please call us on:

From the UK: 0345 603 8381

From abroad: +44 (0)1452 872 701

2 Telling the police

If **damage** has been caused by theft, vandalism or any illegal act, **you** must tell the police immediately.

3 Liability for injury or property damage

If **you** receive any letter or legal document claiming **you** are liable for causing:

- a. an injury to someone else; or
- b. **damage** to someone else's property,

You must let **us** know immediately.

4 Admitting liability

We will not cover **your** liability to anyone else if **you** admit **you** are liable, make any offer or enter into negotiations without **our** agreement.

5 Providing information

We might ask **you** to provide evidence of the value of any items lost or damaged, or for any other information relating to a claim. This could include, for example, receipts, invoices, valuations or proofs of ownership. **We** will pay the reasonable costs of providing any such evidence or information. **We** can refuse to cover a claim unless **you** provide **us** with any information or evidence **we** reasonably ask for.

6 Inspection and entry

In the event of **damage**, **we** may enter any building, caravan or boat where **damage** has occurred. **You** must retain any property that has been completely damaged for at least 30 days and allow **us** to inspect it.

7 Salvage

Where **we** have covered any property that has been damaged, **we** can keep the damaged item (known as salvage). **You** cannot abandon any property to **us**.

8 Controlling claims

If a claim is made against **you** that is covered under the **policy**, **we** can take over the handling of that claim. This includes deciding on any settlement or how to defend the claim.

9 Recovering from others

Sometimes it may be possible to recover amounts **we** have paid under the **policy** from a third party. You must provide **us** with all reasonable assistance to make a recovery. **We** will do this in **your** name but at **our** expense.

10 Fraudulent claims

If **you** or anyone entitled to cover makes a false, fraudulent or exaggerated claim:

- a. **We** will serve notice to terminate the **policy** with effect from the date of the fraud or false information;
- b. **We** will refuse to cover that claim and any other claim made after the date of the fraud or false information;
- c. **You** must return any payments already made by **us** relating to any claim made after the date of the fraud or false information; and
- d. **We** will retain all premiums paid.

11 Disagreements about claims payments

If **we** agree to cover a claim or loss, but **we** and **you** cannot agree the amount that should be paid through **our** complaints procedure, **you** can contact the Financial Ombudsman Service for help.

Alternatively, **you** can choose to use a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of barrister, **we** will ask the Chartered Institute of Arbitrators to decide who to appoint.

General conditions

The following conditions apply to the whole of this **policy**.

1 Information about you

We have based this **policy** on the information provided to **us** by **you**. It is therefore important that **you** take reasonable care to provide **us** with correct information if **we** ask **you** a question.

2 Incorrect information

If **you** do give **us** information that is incorrect:

- a. **we** can avoid the **policy** if **you** deliberately or recklessly gave **us** incorrect information. This means **we** can treat the **policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **we** have already made. **We** can keep the premium; or
- b. if **you** were careless in giving **us** the information, **we** can:
 - i. avoid the **policy** if **we** would not have entered into the **policy**. This means **we** can treat the **policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **we** have already made. However, **we** will return the premium;
 - ii. amend the terms of the **policy** if **we** would only have entered into it on different terms if **you** had given **us** accurate information. Those terms will apply from the start of the **period of insurance**; or
 - iii. reduce the amount **we** pay for a claim if **we** would have charged a higher premium. The amount **we** pay will be the same proportion that the actual premium charged bears to the premium **we** would have charged. For example, if **we** would have charged twice the premium, **we** will pay half of any claim.

We may apply both ii. and iii. above.

3 Changes to your information

Please tell **us** as soon as possible if there are any changes to the information **you** provided to **us**. This includes any changes to the criminal record of anyone insured under the **policy**.

We will then let **you** know if **we** need to make any changes to the terms of the **policy** or the premium.

If **you** do not let **us** know about any changes, **we** can apply the remedies set out above in condition 2 Incorrect information.

4 Preventing loss and damage

You must take reasonable care to:

- a. maintain any property covered under the **policy** in good condition and repair; and
- b. prevent or minimise any **damage** that would be covered under the **policy**.

We will not cover any **damage** arising while **you** are not in compliance with this condition. This does not apply if **you** can prove that the non-compliance had no impact on the **damage**

5 Other policies

If **you** are covered under any other **policy**, **we** will only pay **our** proportion of any claim or loss.

6 Premium payment

We will not provide cover unless all premium payments are made by the due date. If **you** are paying by Direct Debit and any payment is missed (other than the first payment), **we** will write to **you** to give **you** 14 days to pay any amount owed. If **you** do not pay the amount owed, cover will end from the date of the first outstanding instalment. Cover will not commence until the first payment is made.

7 Excess

We will not pay the amount of the **excess**. If one incident or event results in cover under more than one section of the **policy**, **you** will only have to pay one **excess**, whichever is the highest.

8 Rights of third parties

No one who is not a party to the **policy** has any rights under it that they would not have had other than as a result of the Contracts (Rights of Third Parties) Act 1999.

9 Multiple policyholders

If there is more than one policyholder named on the schedule, **you** agree that **we** can communicate with and take instructions from any of those people..

10 Governing law

This **policy** shall be governed by and construed in accordance with the law of England and Wales unless **your** habitual residence is located in Scotland in which case the law of Scotland shall apply.

Cancelling the policy

1 Cooling off

You can cancel the **policy** for any reason within the first 14 days of the start of cover (or **your** renewal date) or the date **you** received **your policy** documentation if this is later.

No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel

- **you** have not made a claim and
- **you** are not aware of any incidents that may give rise to a claim.

If **you** do make a claim or **you** are aware of an incident which may give rise to a claim then **you** must pay the annual premium in full.

2 Your right to cancel after the cooling-off period

If **you** do not cancel the **policy** within the 14 day cooling-off period mentioned above, the **policy** is in force and **you** are committed to pay the premium. However, **you** can still cancel the **policy** providing **you** tell **us**. As long as **you** have not made a claim, or are not aware of an incident which may give rise to a claim, during the current **period of insurance you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim or **you** are aware of an incident that may give rise to a claim during the current **period of insurance** then **you** must pay the annual premium in full.

3 Our right to cancel

We can cancel the **policy** at any time by sending **you** at least 14 days' written notice by Special Delivery to **your** last known address. **We** will only cancel the **policy** for a valid reason. Valid reasons include:

- a. if **we** are legally required to cancel the **policy**; or
- b. if anyone covered under the **policy** is imprisoned.

If **you** have not made a claim, **we** will return any premium **you** have paid for any period after the date of cancellation.

General exclusions

The following exclusions apply to the whole **policy**. Additional exclusions can be found in each section.

We will not cover any claim or loss:

1 Radioactivity

directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.

2 War

directly or indirectly due to

- a. war, invasion or act of foreign enemies;
- b. hostilities or warlike operations, even if war has not been declared;
- c. civil war or mutiny;
- d. revolution or people using force to rebel against the government;
- e. civil commotion that is so severe it resembles a popular uprising;
- f. the use of military power, even if authorised by a government;
- g. power taken by force by any unelected group or person, including the armed forces;
- h. property being confiscated by any government or local or public authority.

3 Terrorism

- a. under the All risks section of the **policy, damage** directly or indirectly due to:
 - i. contamination or threatened contamination; or
 - ii. any action taken to prevent or control contamination or threatened contamination, arising from **terrorism**;or.
- b. under the Public Liability section of the **policy**, claims directly or indirectly due to
 - i. **terrorism**
 - ii. any action taken to prevent or control **terrorism**

If **we** allege this exclusion applies, **you** must prove that it does not.

4 Sonic bangs

directly or indirectly due to any pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

5 Pollution and contamination

directly or indirectly due to pollution or contamination. This does not apply to a sudden and unexpected incident that takes place at a specific time and place within the **period of insurance**.

We will treat all pollution and contamination arising from the same incident as having occurred at the time the incident took place.

6 Pre-existing damage

directly or indirectly due to any **damage** occurring before the start of the **period of insurance**.

7 Deliberate acts

directly or indirectly due to any deliberate, dishonest or criminal act by **you** or on **your** behalf.

8 Indirect losses

for indirect losses arising from the incident that caused **you** to make a claim, other than where specifically covered under the **policy**.

Section 1 – All risks

What is covered

We will pay for **damage** to the **items insured** owned by **you** or for which **you** are legally responsible, happening in the **geographical limits** and during the **period of insurance** unless stated otherwise in the **policy**, or an exclusion applies.

How we will pay your claim

For **damage** covered under this section of the **policy**, **we** will pay the cost to repair or replace the **item insured** as new up to the **sum insured**.

Where **we** cannot repair or replace the **item insured**, **we** may pay **you** a cash amount for the **damage**. If **we** can offer to repair or replace an item through a preferred supplier, **we** will not pay more than the amount **we** would have paid the supplier.

Where no equivalent replacement is available, **we** will pay the full replacement cost with no discount.

We will not pay any reduction in value of any property following repair or replacement under the **policy**.

Undamaged items

We will pay 50% of the cost of replacing undamaged items which form part of:

1. a pair;
2. a set, collection or suite; or
3. a matching or uniform design, nature or colour,

with an **item insured** that has suffered from **damage** that is covered under this section of the **policy**.

The corresponding **sum insured** is the most **we** will pay for each claim. **We** will not reduce the **sum insured** following a claim, other than where a specified **item insured** has been completely lost or destroyed.

Inadequate sums insured (underinsurance)

If **we** discover that the full cost of replacing the **item insured** is more than the **sum insured** the amount **we** will pay for any claim will be reduced in proportion to the amount of the underinsurance.

Additional covers

Your schedule will show which covers apply.

1 Additional items

We will also insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to any additional **items insured** not insured under any other insurance policy that **you** become legally responsible for providing that **you** tell **us** the additional value within 21 days and pay the appropriate premium.

The most **we** will pay for additional **items insured** during the **period of insurance** is shown in **your** schedule.

2 Alternative hire costs

We will also insure **you** for the necessary and reasonable cost of hiring an equivalent alternative **item insured** where **your item insured** is awaiting repair or replacement following **damage** for which payment has been made or liability admitted by **us** under this **policy**.

We will only pay hire costs if the **item insured** is required in an event scheduled before the **damage** or practice for the event, where appropriate.

The most **we** will pay for alternative hire costs during the **period of insurance** is shown in **your** schedule.

3 Overseas cover

We will pay for any **damage** to **your items insured** whilst outside of the **geographical limits** for up to 90 days in total during the **period of insurance**.

The most **we** will pay for any one **item insured** in the **period of insurance** is shown in **your** schedule.

4 Transportation costs

We will also insure **you** for the necessary and reasonable costs of travel, postage or courier fees to transport **your items insured** to and from a repairer following **damage** for which payment has been made or liability admitted by **us** under this **policy**.

The most **we** will pay for travel, postage or courier fees during the **period of insurance** is £250

What is not covered

The following exclusions apply in addition to the **General exclusions**:

1. **damage** caused by theft or attempted theft unless force or violence was used;
2. **damage** caused by wear and tear (this happens naturally and is not covered by most policies);
3. **damage** caused by frost;
4. **damage** caused by atmospheric conditions (other than storm or flood) rot, fungus, insects or any gradual cause;
5. **damage** caused by a lack of, or incorrect, maintenance;
6. **damage** caused by mechanical or electrical breakdown or failure;
7. **damage** caused by faulty workmanship, design, specification or materials;
8. **damage** caused by cleaning, dyeing or repairing;
9. **damage** caused by vermin;
10. any failure by any equipment, including any hardware or software, to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
11. **damage** to any **items insured** while stored at any building which has been left unoccupied for more than 60 consecutive days;
12. **damage** to any item insured elsewhere;
13. The cost of preparing a claim.

Conditions

The following conditions apply in addition to the **General conditions**.

We will not cover any **damage** arising while **you** are not in compliance with these conditions. This does not apply if **you** can prove that the non-compliance had no impact on the loss.

1. When fragile items are being transported **you** must ensure they are packed securely in a protective case (or properly secured using a similar device) designed to be used with the **item insured** or are packed by a professional transit company;
2. **You** must ensure that when any **item insured** is left in any unattended vehicle;
 - a. all windows, hoods, covers and sunroofs are securely closed;
 - b. the boot and all doors are locked; and
 - c. the item is concealed in a glove or luggage compartment or boot.

Section 2 – Public liability

Definitions used in this section

Where these words appear in bold in this section of the *policy*, they have the meaning shown below. Other defined words can be found in the **General definitions**:

Costs and expenses

1. Any reasonable legal costs and expenses incurred with **our** prior agreement to investigate, settle or defend a claim under this section; and
2. claimant's costs and expenses recoverable from **you**.

Injury

means bodily or mental injury or illness, including death.

Property damage

means loss of or **damage** to physical property.

What is covered

We will cover **your** legal liability to pay damages to any other person for **injury** or **property damage** occurring during the **period of insurance** in the **geographical limits**, where **your** liability arises as a result of **your** ownership or use of **your items insured**.

We will also provide this cover for up to 90 days in total during the **period of insurance** outside of the **geographical limits** unless otherwise agreed by **us** in writing on the schedule.

What is not covered

The following exclusions apply in addition to the **General exclusions**:

1. **property damage** to property which:
 - a. belongs to **you**; or
 - b. is held in **your** care or is controlled by **you**.
2. any liability arising from any trade, business or profession involving **you** or **your** family.
3. injury to **you** or **your** family.
4. any liability arising from the use, ownership or operation of any:
 - a. lift;
 - b. motor vehicles or caravans;
 - c. aircraft or flying object including drones; or
 - d. watercraft.
5. any liability arising from breach of contract, unless **you** would have been liable if the contract did not exist.
6. any liability for fines, penalties or damages designed to punish **you**.
7. any liability to any employee or anyone working for **you**.
8. any liability arising from the racing of any boat or bicycle.
9. any liability arising from ownership, occupation or use of any land, building or other property not covered by **us** under the All risks section of the **policy**.
10. any liability arising from the transmission of any infectious disease, virus or illness, including any variant of HIV or AIDS.
11. any liability arising from any 'special controlled dog' as defined under the Dangerous Dogs Act 1991.

How much we will pay

We will pay up to the *sum insured*.

All claims arising from the same accident, incident or event will be treated as one claim. **We** will only pay up to one *sum insured* for all such claims.

Where **we** have accepted a claim under this section of the *policy*, **we** will also pay *costs and expenses*. These costs are included within the *sum insured*.

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on

0345 777 3322.

You can also tell us if you would like to always receive literature in another format.

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