

HUNTING BOWS & FIREARM INSURANCE

Defined events

Loss or damage to Your items specified in the schedule during any period of insurance for which a premium has been paid and accepted by Us.

Definitions

Insured

Shall mean the person in whose name the policy is issued.

Hunting bows & firearms

Shall mean rifles, handguns and bows (Including scopes)

Specified all risks cover:

We will indemnify You for loss or damage to hunting bows and firearms incurred anywhere in the world from any **cause unless specifically excluded**.

Provided that:

- a. In an event of theft it is a condition that all insured items are kept in an approved gun-safe unless it is under Your direct control or custody or being repaired, recalibrated or cleaned at and by a professionally recognised party.
- b. Our liability shall not exceed the sum insured per item as specified in the schedule

Basis of indemnity

We will at their choice indemnify You by repairing, replacing or paying up to the amount stated in the schedule against each specified item less the first amount payable in respect of each and every claim.

Territorial limits

The territorial limits will be:

worldwide cover in respect of loss or damage to hunting bows and firearms; South Africa, Botswana, Namibia, Lesotho, Mozambique, Zimbabwe and Swaziland in respect of the liability cover.

Liability

We will indemnify You on a claims made basis for damages which You shall become legally liable to pay consequent upon accidental death of or bodily injury to a third party, or accidental loss of or physical damage to tangible property which occurred in the course of or in connection with the use of an insured hunting bow or firearm within the territorial limits and which results in a claim or claims first being made against You in writing during the period of insurance.

Provided that:

Our liability shall not exceed the amount of R10 000 000 as a result of an occurrence or series of occurrences arising out of one event in respect of any one claim or series of claims

Legal defence costs

We will indemnify You for any costs and expenses incurred with Our prior consent up to the limit of indemnity specified in the schedule in respect of the defence of any suspension, revocation, endorsement or refusal to renew his/her/their rifle license under the current legislation

Provided that:

- a. **We shall not indemnify You in respect of any fine or penalties;**

- b. if You wish to appeal, a senior counsel appointed and paid for by Us must provide Us with an option that in their view, the appeal will succeed.
- c. We will not indemnify You for any costs or expenses incurred by You in an action against the refusal by the authorities to issue You with a new rifle licence or to issue You with a rifle licence from the previous legislation.

Specific conditions:

liability

We will only be liable to settle a claim if You observe the policy terms and conditions. You must take all reasonable precautions to prevent any loss, damage, accidents and the incurring of legal liabilities.

General exclusion

We will not be liable for any claims while You:

1. are under the influence of drugs or alcohol;
2. are participating in crime;
3. are involved or participating in a canned hunting.

Specific exclusion

1. We shall not be liable for any loss, damage or bodily injury caused deliberately by You.
2. We shall not be liable for loss or damage:
 - a. to ammunition or arrows;
 - b. in the event that hunting bow or firearm is stolen or damaged while not in the custody or under You direct control or in an approved gun-safe, unless the hunting bow or firearm is being repaired, cleaned or recalibrated by a professional recognised party and under their control;
 - c. arising from detention or confiscation by any recognised authority body;
 - d. caused by mechanical breakdown or failure unless following an accident or misfortune;
 - e. denting, chipping, scratching or cracking not affecting the operation of the hunting bow or firearm

Specific exclusions to liability cover

We will not indemnify You for:

1. compensation payable to You or any member of Your family normally resident with You, or any person acting in the course of their employment with You at the time of the accident, compensation payable for loss, destruction or damage to property in Your custody or control or any member of his/her/their family normally resident with You, or any person acting in the course of employment with You at the time of the accident;
2. compensation payable directly or indirectly due to Your reckless disregard of the possible consequences of his/her/their acts or omissions;
3. liability accepted by agreement which would not have attached in the absence of the agreement or in the event that You do anything to prejudice Our right to defend any action brought against You;
4. any fines, penalties or punitive awards;
5. any judgement, award, payment or settlement not made, in the first instance, in a court of competent jurisdiction within South Africa, Namibia, Botswana, Lesotho, Swaziland or Zambia;
6. shooting the wrong animal;
7. the spread of fire howsoever caused;
8. any liability arising out of the use or storage of any ammunition that has been reloaded by You or a third party that is not qualified or legally authorised to reload the ammunition;
9. any liability arising out of Your aiming the hunting bow or firearm at anyone on purpose (even if such act is in self-defence) or discharging the hunting bow or firearm with an intention to scare away or warn anyone (even if such act is in self-defence).

