

## Summary of Liability Cover 2019

<b>Insured:</b>	Individual Members & affiliated branches of The Muzzle Loaders Association of Great Britain Ltd and Wedgnoek Rifle & Pistol Club
<b>Period of Cover:</b>	01 January 2019 to 31 December 2019
<b>Retroactive Date:</b>	01 January 1985 or date of last continuous membership (whichever is later)
<b>Activities:</b>	Encourage the interest / participation in Muzzle Loading Activities, and to promote, regulate, and safeguard their use.

This includes: Target Shooting including Pistol, Musket & Rifle; Shotgun (including use of Black Powder); Local, National and International Competitions; Postal Competitions; Collecting; Displays & Demonstrations, Black Powder / Breech Loading; Game Shooting / Rough Shooting (including Vermin Shooting); and Property Owners

Cover includes:

1. All black powder muzzle loading pistols, rifles, muskets and miniature canons for target shooting
2. Rimfire .22 rifles, black powder and nitro cartridge rifles for target shooting
3. Shotguns both muzzle loading and breech loading, used for target, game and rough shooting and all forms of clay shooting
4. Long barrelled revolver (.22-.45) & long barrelled pistol (.22) at 25 & 50 yards
5. Cowboy action
6. Non-Certificated Air Weapons at Wedgnoek & Branch Competitions
7. The use of nitro powders and black powder substitutes in muzzle loading handguns, providing the handguns have been proofed for the appropriate powder, this is for branch activities & competitions, which may be open events, as the MLAGB rules will continue to state that only commercially made black powder is to be used in all National MLAGB competitions

Cover is not included for practical shooting, all forms of night lamping and deer stalking

Sale of shooting related disposables from the shop at Wedgnoek, which includes sale of lead, percussion caps, targets, cleaning fluids and tin by the range manager

"Have-a-Go's" and taster sessions at fetes, game fairs & charity events which follow the agreed MLAGB Code of Practice

Activities will take place at MOD Ranges / MOD Approved ranges (including NRA / NSRA ranges), private ranges, and private land where permission has been obtained from the owner

### COMBINED LIABILITY INSURANCE

<b>Policy Number</b>	HU PI6 1970462
<b>Insurer</b>	Hiscox Insurance Company Limited

Legal liability for damages and legal costs arising out of third party loss, injury or damage, in connection with the activities described above and notified to the Insurers within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments and Management Liability (Directors & Officers & Corporate Legal Liability). The cover is written on a claims made wording, which means that the cover will respond on the policy in place when the claim is made, not the policy in place when the incident occurred. All incidents that may give rise to a claim in the future should be notified to Insurers through Howden at the time of incident.

### Limit of Indemnity

Public & Products Liability	£10 million	any one event (any one period costs inclusive for Products / Pollution)
Professional Indemnity	£10 million	any one event
Abuse	Not Insured	
Management Liability (Directors & Officers) **	£10 million	any one period (costs inclusive) (Additional Defence Costs £250,000)
Management Liability (Corporate Legal Liability) **	£10 million	any one period (costs inclusive - subject to £2,500 Excess) (Pollution £100,000 for defence costs)
Employers Liability	Not Insured	

\*\* NB: Management Liability covers apply to branches only

### Principal Exclusions:

Liability arising out of:

- Criminal Acts
- The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft
- Product Guarantee or recall, repair or replacement
- In connection with damage to any data
- Medical malpractice
- Damage to own property
- Abuse
- Incidents prior to the retroactive date
- Incidents / claims known to you but not reported to Insurers.
- Incidents occurring prior to the start or after expiry of your last period of continuous membership

Cover does not apply in respect of legal actions brought in a court of law outside the European Union for Public Liability and Management Liability Claims. There is no cover in place for any claims brought in a court of law in the USA or Canada under any section of the policy.

Restricted cover applies in respect of legal actions brought in a court of Law within the USA or Canada

**Policy Excess:** Nil (unless stated otherwise)

**This document is intended as a summary only and does not represent full terms and conditions. A full policy document is available from Howden.**

**Insurance is provided on the basis that at the time of your membership renewal you have declared any material facts which may affect provision of the cover.**

## IN THE EVENT OF A CLAIM

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. Please contact Howden on 0121 698 8040 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim. **Do not admit liability; do not make an offer or promise to pay.**

## INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:

- A fatal accident
- An injury involving either referral to or actual hospital treatment
- Any allegations of libel/slander
- Any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given
- Any investigation under any child protection legislation
- Any circumstance involving damage to third party property

An injury is defined as:

- Any head injury that requires medical treatment [Doctor or Hospital]
- Any fracture other than to fingers, thumbs or toes
- Any amputation, dislocation of the shoulder, hip, knee or spine
- Loss of sight [whether temporary or permanent]
- Any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden Claims Department for further advice.

**We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.**

Finally, please note that this is a Liability policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

## INCIDENT RECORDING GUIDELINES

**We would recommend that a designated person within your organisation is made responsible to record any reportable accident/incident. Records must be kept for at least 6 years, and longer where it involves a person under the age of 18 years. Names and addresses of any possible witnesses should also be recorded.**

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- Date and time of accident
- As regards a person at work - full name; occupation; nature of injury; age
- As regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- Place where accident occurred
- A brief description of the circumstances
- Method by which the event was reported

## REPORTING INCIDENTS TO HEALTH & SAFETY EXECUTIVE

You may also have obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

For further information go to [www.hse.gov.uk/riddor/index.htm](http://www.hse.gov.uk/riddor/index.htm) and to obtain a copy of the leaflet "Reporting accidents and injuries at work" go to [www.hse.gov.uk/pubns/indg453.pdf](http://www.hse.gov.uk/pubns/indg453.pdf)