

**ACTA Firearm Cover  
Policy Wording**

**Australian Clay Target Association Ltd**

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## Section 1 Firearm Cover

In relation to all Equipment covered under this Document, cover is provided against the Events listed below which occur during the Period listed below and within the Geographical Limits.

### COVER CLAUSE

We will compensate You (the owner of the firearm), up to the Cover's Maximum Liability and on the basis set out in 'Basis for Settlement', for:

- a) Accidental Damage to the Equipment;
- b) Accidental Loss of the Equipment whilst You are in possession of the Equipment and accompanying it;
- c) Theft of the Equipment subject to forcible entry of an Approved Safe or a locked vehicle (subject to being transported as per relevant state legislation). We will also compensate You for:
  - a. Theft or any attempted Theft by a person concealed on the Premises who has the intention of committing a crime.
  - b. Theft where there has been a threat of immediate violence or violent intimidation.
  - c. Theft of Equipment securely attached to a vehicle through use of locks or padlocks, which results in visible damage to the securing devices.
- d) loss or damage to the Equipment caused by Fire, Malicious Damage, Flood and Specified Events;
- e) loss or damage to the Equipment arising from a vehicle collision and/or overturning of the vehicle (subject to being transported as per relevant state legislation);
- f) loss or damage to the Equipment caused by water or other liquid.

### ACTA'S MAXIMUM LIABILITY

The maximum amount We are liable to pay any one claim or series of claims is:

- a) Up to \$15,000 for any one claim; and
- b) The maximum We will pay in total for all claims during any one Period of Cover is \$15,000

### BASIS OF SETTLEMENT

If Your Equipment is lost or damaged, We may at Our option, choose to repair or replace, or pay the amount it would cost to repair or replace, the Equipment.

The amount We pay will be the lesser amount of the cost of the repair or replacement at the time of the repair or replacement, or the market value of the Equipment, subject to the following provisions:

- a) We will not pay for the cost of any alterations, improvements or overhauls carried out on the occasion of repair or replacement resulting from a loss.
- b) Where the loss is confined to part of the item, We shall pay for the repair or replacement of that item plus the cost of any dismantling and reassembling necessary.

## Section 2 Exclusions

**We will not** provide any cover for loss or damage caused by or arising from:

1. Mechanical, electronic or electrical breakdown.

However, We will pay if the loss or damage occurs as a consequence of any Accidental Damage to the Equipment, loss or damage to the Equipment caused by Fire, Malicious Damage, Flood and Specified Events, loss or damage to the Equipment arising from a vehicle collision and/or overturning of the vehicle (subject to being transported as per relevant state legislation), or loss or damage caused by water or other liquid.

2. Scratching, denting or marking a piece of Equipment which affects the appearance of the Equipment but does not affect its performance or functionality in any way.

However, We will pay if a broken stock or accessory attached to the firearm suffers loss or damage at the time of the Event.

3. Vermin or insects.
4. Wear and tear or gradual deterioration of performance.
5. Spontaneous combustion, fermentation, heating or any process involving the application of heat.
6. Mildew, mould, corrosion, oxidation, fading, rusting or other forms of oxidisation, or any process of drying or dyeing.
7. Faulty materials, faulty workmanship or manufacturing defect.
8. Alteration, improvements to or overhaul of any Equipment. However, this will not apply to custom made firearms.
9. Lack of maintenance or failure to maintain the Equipment in a reasonably good state of repair.
10. You knowingly leaving Your Equipment anywhere it is likely to be stolen or damaged.
11. War or acts of Terrorism;
12. You engaging in Active War;
13. Nuclear Risks;
14. Detention, confiscation, destruction or requisition of the Equipment by any lawfully constituted authority;
17. Failure to clean Equipment or failure to maintain Equipment in accordance with manufacturer's instructions.
18. You not following the instructions of the manufacturer of a piece of Equipment including but not limited to Damage caused by using reloaded ammunition.

19. Consequential loss, loss of use or depreciation other than as specifically provided under the insuring clause.
20. For any form of financial charges You may have to pay including fines, penalties, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
21. Liability which has been assumed by You under any contract or agreement that requires You to effect insurance over the Equipment, or assume liability for loss or damage to the Equipment regardless of fault, provided that this exclusion clause shall not apply with regard to liabilities which would have been implied by law in the absence of such contract or agreement, or terms regarding merchantability, quality, fitness or care of the Equipment which are implied by law or statute, or liabilities assumed under contracts specifically.
22. For any damage, destruction, Theft or loss which occurs whilst Equipment is being commercially transported or is awaiting transit, or during loading/unloading, or being held in storage.
23. For damage resulting from repairs carried out by a repairer not authorised by ACTA.
24. For any damage, destruction, Theft or loss which occurs while Your Equipment is in the possession of anyone other than You or a member of Your Immediate Family.
25. For any Equipment if You cannot provide Evidence of Ownership.
26. Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
27. For additional Equipment which is used with Your Equipment such as storage cases, cartridge bags or ear defenders
28. Any Equipment in transit via Australia Post or Registered Carrier.
29. If You are convicted of an offence with regard to storage requirements under any State or Territory Firearms Act or Regulation
30. Any claim in connection with any liability for Personal Injury or Property Damage.
31. Payments will be pro-rated if another insurance cover is active and can be claimed against.

## **Endorsements**

### Communicable Disease

We will not pay for any claim for loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a Communicable Disease, or
- b) any property covered hereunder that is affected by such Communicable Disease.

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Property Cyber and Data Exclusion

We will not pay for any claim for loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with Cyber Loss or loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## Section 3 Definitions

In this contract:

**Accidental Damage** means physical damage to or destruction of the Equipment which occurs as a result of an Event not otherwise excluded by this policy.

**Accidental Loss** means physical loss of the Equipment which occurs as a result of an Event not otherwise excluded by this policy.

**ACTA** – means The Australian Clay Target Association Ltd.

**Approved Safe** means a Police approved firearms safe as per the relevant state legislation.

**Business Days** are considered every official working day of the week and excludes public holidays (as established by law), Saturdays and Sundays.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property covered hereunder.

**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 the covered or any other party.

**Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.

**Consequential Loss** means loss of use, loss of earning capacity and any other Consequential Loss of any kind, including loss, damage, cost or expense caused directly or indirectly from loss or damage to the Equipment.

**Covered** means the entity named as the covered in the Schedule.

**Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any 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.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) 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.

**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.

**Damage by Water or Liquid** includes accidentally dropping Your firearm into a river, lake, dam. Flooding of Your Home, Club or Vehicle were the firearm has been stored. Damage caused by corrosive liquids.

**Electronic Data** means facts, concept and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Equipment** means privately owned competition firearms for shooting ACTA disciplines plus fixed accessories.

**Event** means a single, identifiable happening or incident which results in loss or damage that is sudden, unforeseen, and unexpected from Your standpoint.

**Evidence of Ownership** An original purchase receipt which includes the details of Your Equipment or a similar document which provides proof that You own the Equipment i.e. Firearm Registration certificate

**Geographical Limits** means:

- a) the Commonwealth of Australia and all of its States and Territories including all external Territories; and
- b) any place outside of Australia (excluding Cuba, Iran, North Korea, and in the United States of America the states of New York City and Indiana) provided it is for an overseas trip and for a maximum time of 21 days per trip (during the period of cover).

**GST** means Goods and Services Tax imposed under A New Tax System (Goods and Services Tax) Act 1999. **Loss** means the accidental or inadvertent misplacing, mislaying, or dispossession of the Equipment by You.

**Immediate Family** Your mother or father, spouse, civil partner or domestic partner or son or daughter who permanently lives with You and is aged over 18 years of age.

**Person Covered** means any member who has this cover included in their membership and is a current member of the ACTA.

**Period of Cover** means the period effective from January 1, 2024 to December 31, 2024.



**Personal Injury** means:

- a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- c) wrongful entry or eviction or other invasion of the right of privacy;
- d) a publication or utterance of defamatory or disparaging material;
- e) assault and battery,

that happens during the Period of Cover anywhere in the Geographical Limits.

**Premises** means the Premises where the firearm is registered.

**Property Damage** means:

- a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Event.

**Specified Events** means lightning, earthquake, subterranean fire, volcanic eruption, explosion, malicious damage or vandalism.

**Terrorism** has its generally accepted meaning, and includes, but is not limited to, war, hostilities, invasion, the use of force or violence on, or the threat of force or violence to, a person or group or class of persons, or to property, by one or more persons claiming to be connected with any group, organisation or government, or to be committed to a cause whether political, religious, ideological or similar purposes, including an intention to influence a government, or invoke fear.

**Theft** means the unlawful taking and carrying away of property, or attempt thereof, with intent to permanently deprive of such property.

**We, Us, Our** means The Australian Clay Target Association LTD

**You or Your or Yours** refers to any financial members of the ACTA.

## Section 4 General Provisions

### Alteration of risk

You must advise Us as soon as is reasonably practical of any alteration of Your activities which increase the risk of loss or damage to the Equipment covered under the policy.

You must notify us in writing as soon as is reasonably practical.

If We agree to the alteration of risk or changes, We will notify You in writing.

Failure to notify Us of any alteration to Your activities which may increase the risk of loss and damage to the Equipment could result in Us declining a claim.

### Currency

All amounts shown on the Policy are in Australian dollars (AUD).

### Reasonable care

You and Persons Covered must take all reasonable care to prevent or minimise loss or damage to the Equipment covered under this cover.

This includes:

- a) complying with any and all laws, regulations, rules, orders and standards imposed by any authority or by the State or national legislation relating to either storage, use or handling of Equipment;
- b) ensuring that no unauthorised access is given to another person to the Equipment;
- c) securing the Equipment in an Approved Safe which is securely locked when the Equipment is not in use;
- d) maintain and look after the Equipment;
- e) comply with all laws and safety requirements imposed by any authority or by the State or national legislation.

If You do not take reasonable care and precautions, We may refuse to pay part or all of Your claim.

### Fraudulent claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of You, We, without prejudice to any other right(s) We might have under this policy or at law, may refuse to pay such claim.

## Notice of claim

You or any Person Covered entitled to claim under this policy must give Us notice of any Event which is likely to give rise to a claim as soon as is reasonably practicable.

Any such notice must be directed to [firearm.cover@claytarget.com.au](mailto:firearm.cover@claytarget.com.au)

## How do I make a claim?

In order to make a claim download the claim form from the ACTA website. Then complete, sign and return the claim form to [firearm.cover@claytarget.com.au](mailto:firearm.cover@claytarget.com.au)

You will need to provide the following documentation/information:

- a) Your current association Membership number;
- b) a copy of Your Firearms Registration Certificate or the state equivalent; and
- c) a copy of Your firearms license.

We may also require you to;

- a. provide written statements under statutory declaration;
- b. be interviewed about the circumstances of the claim; and/or
- c. provide written details of any other policies that may cover the same events or losses.

### What You should do after loss or damage

You should:

- a) Protect Yourself from any danger present;
- b) Take reasonable steps to prevent further loss or damage;
- c) Notify the Police immediately if the Equipment is lost, stolen, or maliciously damaged and provide the Police with all assistance to apprehend the offending third party;
- d) Make a claim with Us as soon as practicable;
- e) Any invoices, bills, letters or notices You receive from other people involved in the loss or damage must be sent to Us as soon as practicable.

### What You must not do

You must not incur any costs or expenses, or authorise repairs (other than emergency and necessary temporary repairs) or replacement without Our prior agreement.

### Other Insurance

In the event of a claim, You or any Person Covered must advise Us as to any other insurance that covers the same risk which is covered by this policy, that they are entitled to claim under or have access to, and that is current as at the time of the Event.

### Sanctions

We shall not provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America which may be applicable.