

# Country Sports Ireland Member's Liability & Personal Accident Insurance Scheme

www.countrysportsireland.org

### Introduction

The Country Sports Ireland Member's Liability Insurance and Personal Accident Cover Scheme is designed to indemnify Group and Individual members for all sums which they become liable to pay as damages and defence costs in respect of accidental bodily injury or property damage caused whilst participating in an Insured Activity in a non-professional capacity.

# **Limits of Indemnity**

Public Liability €6.5 million
Products Liability €6.5 million

# **Insured Activity:**

An Insured Activity in relation to Country Sports Ireland Member's Liability and Personal Accident Insurance Scheme means talking part legally in a non-professional capacity in the following:

**Shooting sports**; game shooting, rough shooting, wildfowling, clay target shooting, rifle shooting, target shooting, deer stalking, vermin control.

**Canine;** gundog work & training, participating, officiating, or spectating at field trials, hunting on foot, terrier work, lurcher work, whippet racing, dog shows, racing and demonstrations.

**Angling:** game, coarse and sea angling, including spear fishing. Inland and Coastal including the use of watercraft not exceeding 8m in length.

Also: All legal forms of falconry, hawking, ferreting, archery, game management, river keeping and conservation work, Also, voluntary unpaid duties at shows, events, fund raising activities in connection with the Master Policyholder or a Group Member of the Master Policyholder.

### **Professional Capacity:**

For the purposes of the Country Sports Ireland Member's Liability & Personal Accident Insurance Scheme any activities undertaken with an annual revenue of less than €10,000 shall be regarded as being undertaken in a non-professional capacity.

### **Territorial limits**

- I. Members domiciled in the Republic of Ireland.
- II. Elsewhere in the world for members normally resident in territories above whilst temporarily engaged in insured activities outside these territories (up to 90 days in total during any period of insurance).
- III. Members domiciled elsewhere in the world whilst engaged in recognised activities in the above territories.

### Law and Jurisdiction

The courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Country Sports Ireland Member's Liability Insurance Scheme or its subject matter, interpretation, or formation.

### **Effective Date**

This policy schedule is effective from 1<sup>st</sup> March 2025 and supersedes all other policies.

| Significant Covers   | Significant Features / Benefits   | Policy Limits and Exclusions   |
|--|---|--|
| Public Liability Section  Indemnity for all sums which the member becomes liable to pay as Damages and Defence Costs in respect of accidental bodily injury or property damage arising from participation in Insured Activities. | Provides cover for damages and claimants costs and expenses, defence costs and expenses incurred with the written consent of the insurance provider for personal injury and property damage while participating in a legal and "insured activity" of the policyholder, also including trespass, nuisance, obstruction, loss of amenities or any interference with any right of air, light, water, or way.  It is hereby noted and agreed that the insured activities under this facility are detailed below.  'Insured Activity" means taking part legally in game shooting, rough shooting, wildfowling, clay target shooting, rifle shooting, target shooting, deer stalking, vermin control, gundog work & training, participating, officiating, or spectating at field trials, hunting on foot, terrier work, lurcher work, whippet racing, dog shows, racing and demonstrations, game, coarse and sea angling, including spear fishing, falconry & hawking, ferreting, archery, game management, river keeping, conservation work. Also, voluntary unpaid duties at shows, events, fund raising activities in connection with the Master Policyholder or a Group Member of the Master Policyholder.  Extensions include:  Indemnity to Principal and others which include landowners and shooting ground operators who have given permission for use of their land for any "Insured Activity".  Legal defence fees and expenses arising out of a prosecution from any occurrence which is covered by the policy, but excluding fines or penalties incurred with the consent of the insurer.  Indemnity in respect of the costs of prosecution awarded against the insured or the insured's | Policy Limits and Exclusions  €6,500,000 for any one occurrence during the period of insurance.  There is no cover for:  Liability for any amount in respect of fines or criminal penalties  Damage to property owned, leased or hired or under hire purchase  Malicious damage  Liability arising from Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place.  Radioactive contamination  War and acts of terrorism  Asbestos  Fungus, mildew, and mould  Contractual liability |
|  | of prosecution awarded against  |  |

| Significant Covers  | Significant Features / Benefits   | Policy Limits and Exclusions  |
|---|---|---|
| Products Liability Section  Indemnity for all sums which the member becomes liable to pay as Damages and Defence Costs in respect of accidental bodily injury or property damage arising from any Product included in Insured Activities. | Provides cover for damages and claimants costs and expenses, defence costs and expenses incurred with the written consent of the insurance provider for personal injury and property damage while participating in a legal and "insured activity" of the policyholder, also including trespass, nuisance, obstruction, loss of amenities or any interference with any right of air, light, water, or way  It is hereby noted and agreed that the insured activities under this facility are detailed below.   | €6,500,000 for all occurrences in the aggregate during the period of insurance  There is no cover for:  • Bodily injury or Property Damage caused by Products for use or delivery in the United States of America and Canada or their territories  • Liability for any amount in respect of fines or criminal penalties  • Damage to property owned, leased or hired or under hire purchase |
|   | 'Insured Activity" means taking part legally in game shooting, rough shooting, wildfowling, clay target shooting, rifle shooting, target shooting, deer stalking, vermin control, gundog work & training, participating, officiating, or spectating at field trials, hunting on foot, terrier work, lurcher work, whippet racing, dog shows, racing and demonstrations, game, coarse and sea angling, including spear fishing, falconry & hawking, ferreting, archery, game management, river keeping, conservation work. Also, voluntary unpaid duties at shows, events, fund raising activities in connection with the Master Policyholder or a Group Member of the Master Policyholder.  Extensions include:  Indemnity to Principal and others which include landowners and shooting ground operators who have given permission for use of their land for any "Recognised Event"  Legal defence fees and expenses arising out of a prosecution from any occurrence which is covered by the policy, but excluding fines or penalties incurred with the consent of the insurer  Indemnity in respect of the costs of prosecution awarded against the insured or the insured's employees | Liability arising from Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place      Radioactive contamination      War and acts of terrorism      Asbestos      Fungus, mildew, and mould      Contractual Liability  |

Additional Terms, Conditions & Exclusions applying to Public and Products Liability Sections

### **Supervision of Junior Members**

It is a condition of cover that any member under the age of 16 years old shall only be permitted to participate in any activities involving firearms under the supervision of an adult member and where the appropriate firearms certificates are held.

### **Guests**

Cover applies to guests or temporary members of Country Sports Ireland affiliated groups under the public liability section only and up to a maximum of three visits. However, the affiliated group must record and maintain records of every such guest which must be available to Country Sports Ireland and/or our insurers upon request. All guests or temporary members must be supervised by a member of the group and shall be required to become a full member of Country Sports Ireland after three visits.

### **Vehicles**

Coverage afforded by this scheme shall operate only in respect of All Terrain Vehicles or Utility Terrain Vehicles, and only when:

- Not carrying more people than the vehicle is designed to accommodate, and
- Where equipped, seatbelts must be worn by all occupants, and
- The driver and passengers must wear crash helmets and any other appropriate protective equipment.
- The vehicle is not licenced for road use nor used on a public road.

It is a condition of cover that the operator or driver of any All-Terrain Vehicle (ATV) or Utility Terrain Vehicle (UTV) must have completed a safety training course on the safe operation of such vehicles provided by an approved training provider.

### **Policy Excess**

A policy excess of €1,000 applies to any claim made by a foot pack or any claim made by any member relating to hunting on foot with hound, terrier or lurcher breeds. Fox drives carried out by Country Sports Ireland affiliated gun clubs are exempt from this policy excess.

### **Events & Fundraising Activities**

Events and fundraising activities undertaken by any Group Member must be approved in advance.

## Right to Amend or Withdraw

Country Sports Ireland reserves the right to add, amend or withdraw any insurance benefits associated with membership at any time, without prior notification or consultation. Terms of business also apply.

### **Exclusions**

- 1. Loss, theft, or damage of any property belonging to, hired, borrowed or otherwise in the possession of the member including, but not limited to injury or loss of dogs, damage or loss of firearms, other sporting equipment, clothing, or personal belongings.
- 2. Fox Hunting or Trail Hunting on horseback, or any activity involving an equine animal.
- 3. Any activity involving watercraft or vessels exceeding 8 metres in length.
- 4. Organised Hare Coursing or the Hunting or Coursing of hares where it is otherwise an offence under the Wildlife Act 1976 or any other legislation.
- 5. Any activity carried out illegally or where the insured has not been in compliance with any legislation, laws or regulations pertaining to firearms and/or wildlife.
- 6. Any activity where the rules & regulations of the appropriate governing body have not been adhered to.
- 7. Any activity carried out in a professional capacity.
- 8. Any activity where appropriate permissions have not been granted by the landowner or relevant authority.
- 9. The use of any product or device for an unintended purposed or where manufacturer's instructions have not been followed.
- 10. Travel to and from any insured activity.
- 11. Whilst engaged in any activity other than the insured activity specified in the policy schedule.

# **Personal Accident Section**

Subject to the terms, conditions, limitations and exclusions of this policy benefits specified in the schedule (below) apply.

# **Benefits**

| Item         | Benefit   | Covered/ Not Covered | Sum Insured/ Maximum Payable                             |
|--------------|---|----------------------|--|
| 1            | Death   | Covered              | €10,000  |
| 2            | Permanent Total Disablement                                   | Covered              | €10,000  |
| 3            | Permanent Partial Disablement                                 |                      |  |
| 3(a)         | Loss of Limb  | Covered              | €10,000  |
| 3(b)         | Loss of Sight   | Covered              | €1 <mark>0,00</mark> 0                                   |
| 3(c)         | Loss of Hearing   | Covered              | €10,0 <mark>00</mark>                                    |
| 3(d)         | Loss of Speech  | Covered              | €10,000  |
| 3(e)         | One thumb   | Covered              | €3,000   |
|              | F <mark>ore</mark> finger                                     | Covered              | €2,000   |
| 3(f)<br>3(g) | Any finger other than forefinger                              | Covered              | €1,000   |
| 3(h)         | B <mark>ig</mark> toe   | Covered              | €1,500   |
| 3(i)         | Any toe other than the big toe                                | Covered              | €500   |
| 3(j)         | Sh <mark>o</mark> ulder or elbow                              | Covered              | €2,500   |
| 3(k)         | Wrist, hip, knee or ankle                                     | Covered              | €2,000   |
| 3(I)         | Lowe <mark>r ja</mark> w by surgical o <mark>pe</mark> ration | Covered              | €3,000   |
| 3(m)         | Permanent Partial Disablement other than (a) to (m) above     | Covered              | Up to 100% of it <mark>em</mark> 3 subject to assessment |
| 4            | Temporary Total Disablement                                   | Not Covered          | €0   |
| 5            | Temporary Partial Disablement                                 | Not Covered          | €0   |

### **Exclusions under Personal Accident Cover**

There is no cover in place for injury/disablement arising directly or indirectly from the following:

- 1. Engaging in any activity other than the insured activity specified in the policy schedule.
- 2. Accidental bodily injury that happens outside the period of this insurance.
- 3. Any claim made more than 12 months after the date of the accident.
- 4. Being intoxicated by alcohol or drugs.
- 5. Any condition whether diagnosed or not, for which you have sought advice, diagnosis, treatment or counselling or of which you were aware or should have been aware at inception of this insurance, or any gradually developing or degenerative condition.
- 6. Death or bodily injury caused by professional medical or surgical procedure.
- 7. Death or injury caused by illness, unless that illness directly resulted from accidental bodily injury, or medical or surgical treatment rendered necessary by such injury.
- 8. Communicable disease.
- 9. Death, injury, illness, loss, or damage resulting from or in connection with any act of terrorism, war, nuclear explosion, radiation or radioactive contamination.
- 10. Any criminal act by the insured member.
- 11. Unreasonable failure to follow medical advice.
- 12. Any cyber act.
- 13. Engaging in flying of any kind other than as a passenger.
- 14. Engaging in active service for any military or armed forces.
- 15. Suicide or attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save life).



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