

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

www.countrysportsireland.org

### Introduction

This document is intended to provide an overview of the significant covers, features, benefits, limits, and exclusions of the Country Sports Ireland Member's Liability Insurance and Personal Accident Cover Scheme.

# **Purpose**

This insurance scheme provides Public, Products and Employer's Liability insurance cover for group members of Country Sports Ireland for any legal liability arising as a result of bodily injury of a person or property damage whilst engaged in any Recognised Activity.

Individual members of Country Sports Ireland are also covered by Public Liability Insurance and Personal Accident cover for any legal liability arising as a result of bodily injury of a person or property damage of property not belonging to the member whilst participating in any Recognised Activity listed below.

# **Recognised Activity**

Recognised Activity means taking part legally in the following activities on a non-professional basis:

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

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

Angling: game, coarse and sea angling, including spear fishing.

Also, falconry, ferreting, archery, vermin control, game rearing & management 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.

### Territorial limits

ICTSA Members domiciled in the Republic of Ireland, Northern Ireland, or any part of the United Kingdom. Elsewhere in the world for members normally resident in territories above but temporarily engaged in recognised activities outside these territories.

### **Effective Date**

This policy schedule is effective from 1st November 2022 and supersedes all other policies.

### **Further Information**

For further information or claims notification please contact:

Country Sports Ireland 56 Lisnagrot Road Kilrea BT51 5SF

Phone: 028 2954 1710

Email: <a href="mailto:info@countrysportsireland.org">info@countrysportsireland.org</a>
Web: <a href="mailto:www.countrysportsireland.org">www.countrysportsireland.org</a>

Significant Covers	Significant Features / Benefits	Policy Limits and Exclusions	
Public Liability Section  Legal Liability for personal injury of a person not an employee and property damage	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 "recognised activity" of the policyholder, also including trespass, nuisance, obstruction, loss of amenities or any interference with any right of air,	£10,000,000 for any one occurrence and for all occurrences in the aggregate during the period of insurance  There is no cover for:  Liability for any amount in respect of fines or criminal penalties	
	It is hereby noted and agreed that the recognised acceptable activities under this facility are detailed below.	<ul> <li>Any watercraft or vessel exceeding 8 metres in length</li> <li>Damage to property owned, leased or hired or under hire purchase</li> </ul>	
	'Recognised Activity" means taking part legally in the game shooting, rough shooting, wildfowling, clay target shooting, rifle shooting, target shooting, deer stalking, pest & predator control, gundog training participating, officiating or spectating at field trials, dog shows & racing, terrier work, lurcher work, whippet racing, hunting on foot, angling, falconry, ferreting, archery, vermin	Malicious damage      Use of vehicles in circumstances where the vehicle is licensed for road use, or any legislation requires motor insurance or other similar security	
	control, game rearing, & management 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.  Extensions include:	<ul> <li>Liability arising from noncompliance of the provisions contained in the relevant Firearms and Wildlife laws</li> <li>Liability arising from Pollution or Contamination other than caused by a sudden</li> </ul>	
	Indemnity to Principal and others which includes ICTSA, landowners and shooting ground operators who have given permission for use of his land for any "Recognised Event"	identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place  Radioactive contamination  War and acts of terrorism	
	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	<ul> <li>Asbestos</li> <li>Fungus, mildew, and mould</li> <li>Contractual liability</li> </ul>	
	Indemnity in respect of the costs of prosecution awarded against the insured or the insured's employees		

Significant Covers	Significant Features / Benefits	Policy Limits and Exclusions	
Products Liability Section  Legal Liability for personal injury of a person not an employee and property damage	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 "recognised activity" of the policyholder, also including trespass, nuisance, obstruction, loss of amenities or any interference with any right of air, light, water, or way	£10,000,000 for any one occurrence and 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	
	It is hereby noted and agreed that the recognised acceptable activities under this facility are detailed below.	Liability for any amount in respect of fines or criminal penalties	
	Recognised Activity" means taking part legally in the game shooting, rough shooting, wildfowling, clay target shooting, rifle shooting, target shooting, deer stalking, pest & predator control, gundog training participating, officiating	<ul> <li>Any watercraft or vessel exceeding 8 metres in length</li> <li>Damage to property owned, leased or hired or under hire purchase</li> </ul>	
	or spectating at field trials, dog shows & racing, terrier work, lurcher work, whippet racing, hunting on foot, angling, falconry, ferreting, archery, vermin	Malicious damage     Liability arising from	
	control, game rearing, & management 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.	noncompliance of the provisions contained in the relevant Firearms and Wildlife laws  Liability arising from Pollution	
	Extensions include:  • Indemnity to Principal and	or Contamination other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific	
	others which includes ICTSA, landowners and shooting ground operators who have given permission for use of his land for any "Recognised Event"	time and place  Radioactive contamination  War and acts of terrorism	
	Legal defence fees and     expenses arising out of a     prosecution from any     occurrence which is covered	<ul><li>Asbestos</li><li>Fungus, mildew, and mould</li><li>Contractual Liability</li></ul>	
	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 semployees		

Significant Covers	Significant Features / Benefits	Policy Limits and Exclusions
Employer's Liability Section  Legal liability for bodily injury to employees	Provides cover for damages and claimants costs and expenses and defence costs and expenses incurred with the written consent of the insurance provider for personal injury of employees while participating in a legal and "recognised activity" of the policyholder.	£10,000,000 for any one occurrence and for all occurrences in the aggregate during the period of insurance  There is no cover for:
	Indemnity to Principal and others which includes ICTSA, landowners and shooting ground operators who have given permission for use of his 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	An Occurrence arising from offshore work      Use of vehicles in circumstances where the vehicle is licensed for road use, or any legislation requires motor insurance or other similar security      Liability arising from noncompliance of the provisions contained in the Firearms Acts and Orders

## **Guests**

Affiliated groups are indemnified in the event of a claim made against them following property damage or bodily injury caused by an occasional guest or temporary member who is not a member of the group. However, they must record and maintain records of every such guest or temporary member.

### Vehicles

Cover for property damage or bodily injury caused by any vehicle owned by or in the possession of or being used by or on behalf of a Country Sports Ireland member or member group is included provided the vehicle is not licensed for road use and does not require insurance or other security under any road traffic legislation.

# **Exclusions**

Under the Public & Products Liability Section there is no cover for:

- 1. Loss or damage of member's own property including injury or loss of dogs, damage or loss of firearms or any other member's property.
- 2. There is no cover for Trail Hunting, Coursing, Fox Hunting, or any activity involving an equine animal.
- 3. Any situation where the insured has not been in compliance with the provisions contained in any relevant laws or regulations pertaining to firearms and/or wildlife.

# **Personal Accident Cover**

Total maximum capital benefits payable is £10,000

The benefits payable will be the following percentage of capital benefits.

Item	Benefit Description	Sum Insured
1	Death of Insured Persons aged 18 years and over	100%
1.1	Death of Insured Persons aged less than 18 years	20%
2	Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or one hand and one foot	100%
3	Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye	50%
4	Total and irrecoverable loss of all sight in one eye or total and irrecoverable use of one hand or one foot	25%
5	Total and permanent disablement (other than referred to in Capital Benefits 2, 3 & 4 above) from engaging or attending to any profession, business or occupation whatsoever provided always that the benefits shall not be payable until such Permanent Total Disablement has continued for a period of 12 calendar months	100%
6	Permanent disablement as a result of injury sustained whilst travelling directly to or from a recognised activity	20%

# **Exclusions under Personal Accident Cover**

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

- 1. Taking part in any sport, pursuit or pastime that is not a recognised recreational activity in the policy schedule.
- 2. Being under the influence of alcohol or drugs at the time of the accident.
- 3. Death, injury, illness, loss, or damage resulting from or in connection with any Act of Terrorism.
- 4. Any pre-existing defect, infirmity, or sickness at the time of the Insured Person's bodily injury.
- 5. Any criminal act by the injured member.
  - 6. Unreasonable failure to follow medical advice.



Country Sports Ireland 56 Lisnagrot Road

Kilrea

Co. Derry BT51 5SF

Phone: 048 2954 1710

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Web: <a href="mailto:www.countrysportsireland.org">www.countrysportsireland.org</a>