



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

**[www.countrysportsireland.org](http://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

Under the terms of the Country Sports Ireland Member's Liability Insurance and Personal Accident Cover Scheme Group Members are indemnified for all sums which they become liable to pay as Damages and Defence Costs in respect of accidental bodily injury or property damage arising from participation in Insured Activities on a non-professional basis.

Individual members of Country Sports Ireland are also indemnified for all sums which they become liable to pay as Damages and Defence Costs in respect of accidental bodily injury or property damage arising from participation in Insured Activities on a non-professional basis

## Insured Activity:

An Insured Activity in relation to Country Sports Ireland Member's Liability and Personal Accident Insurance Scheme means taking part legally in a non-professional basis 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.

## Exclusions:

Any equestrian related activity. Travel to and from any activity. Any activity where appropriate permissions have not been granted by the landowner or relevant authority. Any activity where the rules & regulations of the appropriate governing body have not been adhered to. Any activity carried out illegally. Any activity carried out in a professional capacity. The use of any product or device for an unintended purpose or where manufacturers instructions have not been followed.

## 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 not be regarded as being undertaken in a 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.

## Limits of Indemnity

Public & Products Liability                      €6.5 million

## 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> February 2024 and supersedes all other policies.

## Further Information

For further information or claims notification please contact:

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Significant Covers	Significant Features / Benefits	Policy Limits and Exclusions
<p><b>Public Liability Section</b></p> <p>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.</p>	<p>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.</p> <p>It is hereby noted and agreed that the insured activities under this facility are detailed below.</p> <p>'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 &amp; 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 &amp; 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.</p> <p>Extensions include:</p> <ul style="list-style-type: none"> <li>• 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".</li> <li>• 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.</li> <li>• Indemnity in respect of the costs of prosecution awarded against the insured or the insured's employees.</li> </ul>	<p>€6,500,000 for any one occurrence during the period of insurance.</p> <p><b>There is no cover for:</b></p> <ul style="list-style-type: none"> <li>• Liability for any amount in respect of fines or criminal penalties</li> <li>• Any watercraft or vessel exceeding 8 metres in length</li> <li>• Damage to property owned, leased or hired or under hire purchase</li> <li>• Malicious damage</li> <li>• Use of vehicles in circumstances where the vehicle is licensed for road use, or any legislation requires motor insurance or other similar security.</li> <li>• 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.</li> <li>• Radioactive contamination</li> <li>• War and acts of terrorism</li> <li>• Asbestos</li> <li>• Fungus, mildew, and mould</li> <li>• Contractual liability</li> <li>• Liability arising from any activity carried out illegally. Any activity where appropriate permissions or authorisations have not been granted or where the rules &amp; regulations of the appropriate governing body have not been adhered to.</li> <li>• Any activity carried out in a professional capacity.</li> <li>• The use of any product or device for an unintended purpose or where manufacturer's instructions have not been followed.</li> </ul>

Significant Covers	Significant Features / Benefits	Policy Limits and Exclusions
<p><b>Products Liability Section</b></p> <p>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.</p>	<p>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</p> <p>It is hereby noted and agreed that the insured activities under this facility are detailed below.</p> <p>'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 &amp; 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 &amp; 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.</p> <p>Extensions include:</p> <ul style="list-style-type: none"> <li>• 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"</li> <li>• 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</li> <li>• Indemnity in respect of the costs of prosecution awarded against the insured or the insured's employees</li> </ul>	<p>€6,500,000 for all occurrences in the aggregate during the period of insurance</p> <p><b>There is no cover for:</b></p> <ul style="list-style-type: none"> <li>• Bodily injury or Property Damage caused by Products for use or delivery in the United States of America and Canada or their territories</li> <li>• Liability for any amount in respect of fines or criminal penalties</li> <li>• Any watercraft or vessel exceeding 8 metres in length</li> <li>• Damage to property owned, leased or hired or under hire purchase</li> <li>• Malicious damage</li> <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 identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place</li> <li>• Radioactive contamination</li> <li>• War and acts of terrorism</li> <li>• Asbestos</li> <li>• Fungus, mildew, and mould</li> <li>• Contractual Liability</li> <li>• Liability arising from any activity carried out illegally. Any activity where appropriate permissions or authorisations have not been granted or where the rules &amp; regulations of the appropriate governing body have not been adhered to.</li> <li>• Any activity carried out in a professional capacity.</li> <li>• The use of any product or device for an unintended purposed or where manufacturer's instructions have not been followed.</li> </ul>

## Additional Terms & Conditions

### Supervision of Junior Members

Members who are under 16 years old at the time of undertaking any insured activity must be supervised by an adult member at a ratio of no less than one adult to two Junior Members.

### 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. However, they must record and maintain records of every such guest or temporary member.

Any guest or temporary member may make an absolute maximum of three visits to any Country Sports Ireland affiliated group (in total), after which they will be required to become a fully registered and paid-up member of Country Sports Ireland.

### 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 & Employer's Liability Sections there is no cover for:

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. Trail Hunting, Coursing, Fox Hunting, or any activity involving an equine animal.
3. Any activity carried out illegally or where the insured has not been in compliance with any laws or regulations pertaining to firearms and/or wildlife.
4. Any activity where the rules & regulations of the appropriate governing body have not been adhered to.
5. Any activity carried out in a professional capacity.
6. Any activity where appropriate permissions have not been granted by the landowner or relevant authority.
7. The use of any product or device for an unintended purpose or where manufacturer's instructions have not been followed.

### 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.

### 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.

## 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	€10,000
3(c)	Loss of Hearing	Covered	€10,000
3(d)	Loss of Speech	Covered	€10,000
3(e)	One thumb	Covered	€3,000
3(f)	Forefinger	Covered	€2,000
3(g)	Any finger other than forefinger	Covered	€1,000
3(h)	Big toe	Covered	€1,500
3(i)	Any toe other than the big toe	Covered	€500
3(j)	Shoulder or elbow	Covered	€2,500
3(k)	Wrist, hip, knee or ankle	Covered	€2,000
3(l)	Lower jaw by surgical operation	Covered	€3,000
3(m)	Permanent Partial Disablement other than (a) to (m) above	Covered	Up to 100% of item 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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