

COUNTRY SPORTS PUBLIC LIABILITY INSURANCE COVER FOR MEMBERS OF THE SCOTTISH ASSOCIATION FOR COUNTRY SPORTS

The Scottish Association for Country Sports (SACS), SACS Management Ltd and their subscribing Members are covered by a Public Liability Limit of Indemnity of £10,000,000 Any One Occurrence and an Employers' Liability Limit of Indemnity of £10,000,000 Any One Occurrence whilst taking part lawfully in any recognised recreational only country sports activity as agreed between SACS and the Insurer; whose names are held by SACS in their membership records and have paid the appropriate membership subscription; including member to member liability; including the deriving of a gain not greater than £5,000 per annum from such recreational activities only.

Policy number: XLC051/23

Policy Period: 01 January 2023 to 31 December 2023 both days inclusive.

Policy Excess: Nil

Territorial Limits: Worldwide excluding United States of America and Canada.

Jurisdiction: United Kingdom

Insurer: Cover is provided by AXA XL Ltd through Lycett, Browne-Swinburne and Douglass Ltd;

Recreational Membership Activities as agreed between the Scottish Association for Country Sports and the Insurer:

1. Driven shooting, walked up shooting, rough shooting including associated beating and picking up activities
2. Wildfowling including punt gunning
3. Clay pigeon shooting
4. Target shooting including indoor ranges & competitions
5. Deer stalking and other lawful quarry shooting
6. Vermin & pest control
7. Fishing & angling and including sea fishing from shoreline only.
8. Gun dog handling including competitive gun dog trials / tests / field trials
9. Lurcher, whippet & terrier work including racing & dog shows
10. Exercising hounds and hound trailing (excluding exercising amongst livestock) and hunting within the Law (excluding hunting on horses)
11. Hawk & falconry
12. Ferreting
13. Archery
14. Non-commercial rearing and holding of birds in captivity for recreational purposes only and the showing of such birds at events (excluding the professional breeding, displaying or flying of birds of prey)
15. Conservation activities (excluding professional work)
16. Home loading of ammunition
17. Filling of airgun compressed gas cylinders
18. Humane Dispatch and removal of deer and other such wildlife from Public Highways as a result of a Road Traffic Accident as requested and under the authorisation and/or jurisdiction of the Police only. This extension does not allow Public Liability cover in anyway whatsoever for the Member to dispatch or remove deer and other such wildlife from a Public Highway at his/her own liberty; only at the specific authorisation of the Police.
19. Any social or fundraising organised by or on behalf of the Scottish Association for Country Sports but only where the Scottish Association for Country Sports has given prior written approval.

NOTE – The contents of this letter serve as a brief summary ONLY of the policy's cover, Special Definitions, Extensions and Exclusions. For full details of the policy's Terms, Conditions, Extensions & Exclusions referral must be made to the full policy wording. Full policy details are available upon request from the Scottish Association for Country Sport's head office.



Also in Berwick St Leonard, Edinburgh, Exeter, London, Marlborough, Newmarket, Norfolk, Oxford, Shropshire, Surrey, Sussex and Yorkshire.

Lycetts is a trading name of Lycett, Browne-Swinburne and Douglass Limited which is authorised and regulated by the Financial Conduct Authority.

Registered Office: Milburn House, Dean Street, Newcastle Upon Tyne, NE1 1PP (No. 706042 England)

Special Definitions

In addition to the definitions set out in Section 2 of the policy – Policy Definitions, the following definitions are used in this policy:

Member means any registered member and/or all affiliated clubs and their subscribing members including club committees, officers and trustees, junior and probationary members, guests and visitors who are signed in/recorded in the visitors' book, and club volunteers and all affiliated coaches/instructors of the Scottish Association for Country Sports (SACS) and recorded as such in SACS's membership records. However, the term **Member** does not include any registered member who is not domiciled in the United Kingdom, Northern Ireland, Isle of Man or Channel Islands except where they are temporarily living overseas for a period of not more than 6 months.

Membership Activities are defined as the list of country sports activities detailed on the Schedule as agreed between the Scottish Association for Country Sports (SACS) and the Insurer and are conducted for recreational purposes only. No cover liability or indemnity whatsoever is provided by this policy for such **Membership Activities** should they form part of a **Member's** occupation trade or profession. Country sports activities may be added to or deleted from the list of **Membership Activities** as individually agreed between SACS and the Insurer. Any additions or deletions will be communicated in advance and in writing to those affected **Members** undertaking such **Membership Activities**.

Member to Member Claims - Each **Member** is separately covered under this policy, including in respect of Claims made by one **Member** against another, as if they were insured individually.

Main Extensions

This policy extends to provide cover to **Members** in respect of:

1. Small Boats

Members' use of hand propelled boats, motorised boats and punt gun boats whether hand or motor propelled, including the use of small boats, yachts, pleasure craft and/or vessels up to a maximum waterline length of fifteen (15) metres whilst used on inland waterways whilst conducting **Membership Activities**.

2. Social and Fundraising Events

any social or fundraising event organised by or on behalf of the Scottish Association for Country Sports for which the Scottish Association for Country Sports has given approval.

3. Humane Dispatch on a Public Highway Condition

Membership Activity 18 Humane Dispatch on a Public Highway, specific authorisation from the Police must be obtained prior to a **Member** undertaking to dispatch or remove deer and other such wildlife from a Public Highway.

This extension does not allow Public Liability cover in anyway whatsoever for the Member to dispatch or remove deer and other such wildlife from a Public Highway at their own liberty; only at the specific authorization of the Police.

4. Deriving of a Gain

the deriving of a gain not greater than GBP £5,000 per annum from **Membership Activities**.

5. Employers' Liability - Member Individuals

Employers Liability is extended to the registered **Members** of the Scottish Association for Country Sports (SACS) but limited to whilst conducting the **Membership Activities** only as agreed between SACS and the Insurer for recreational purposes only.

It is hereby noted that the Employers' Liability Sub-Section is not operative and does not provide any liability or indemnity in respect of any occupation trade commercial entities or profession including those who act through a limited company of the **Members** and sub-contractors employed by **Members**.

Main Exclusions

This policy will NOT cover the **Member** for any liability, cost or expense arising directly or indirectly from:

1. Occupation.

the **Member's**:

- a) ownership or occupation of any land or building; or
- b) pursuit or exercise of any employment, business or profession.

2. Pollution

Pollution unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

The liability of the Insurer for all sums payable in respect of all Pollution occurring during the Period of Insurance shall not exceed the sub-limit of liability specified above, which shall be part of and not in addition to the Limit of Liability for this endorsement.

This cover for Pollution shall not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.

3. Professional Activities and/or Conduct

any **Membership Activities** undertaken by:

- a) the **Member**; or,
- b) any entity whatsoever engaged by, employed by or sub-contracted by the **Member**.

in a professional and/or commercial capacity and/or occupation and/or trade and/or profession for the purposes of generating a profit unless specifically agreed by the **Insurer** in writing. However, this exclusion shall not apply to any individual person engaged by and accompanying the **Member** whilst participating in the **Membership Activities**.

4. Notifiable Disease

any Notifiable Disease and Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- a) any fear or threat (whether actual or perceived) of; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

5. Contractual Liability

any liability arising under contract unless such liability would have arisen in the absence of that contract.

6. Motor Vehicles

the ownership, possession or use by or on behalf of the **Member** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.

7. Professional Services

any breach of professional duty or wrongful or inadequate advice whether a fee is charged or not.

8. Dog Attacks

any incident whatsoever arising out of dog on dog attacks of any nature and/or dog fighting.

9. Products Liability Firearms, Munitions and Explosions

any Products Liability whatsoever arising as result of direct or indirect sale, supply, loan or transfer of any firearms, shotguns, ammunitions, munitions or explosives and/or associated items and equipment.

10. Firearms Clause – Public and Products Liability

It is hereby noted that the Public Liability and Products Liability sub-sections excludes the following in respect of Firearms and associated equipment, accessories and ammunition:

- a) Items that do not comply with European Union, United Kingdom, United States of America standards;
- b) Error of design or specification;
- c) Exports to the United States of America or Canada or to any country listed by the UK authorities as an “embargoed destination”;
- d) Items sold or supplied to non-licenced holders;
- e) Any error of design or specification;
- f) Servicing, repair or reconditioning.