



**X<sup>L</sup> Insurance**  
Sport & Leisure

# **Policy Schedule**

## **Sport & Leisure - Combined Enterprise**



## Schedule

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### Policy Details:

<b>Policy No:</b>	XLC053/24
<b>Wording:</b>	Sport & Leisure - Combined Enterprise CSL-E 0422 - POLICY - LYC
<b>Insured:</b>	The Scottish Gamekeepers Association
<b>Insured's Address:</b>	Inveralmond Business Centre, 6 Auld Bond Road, Perth, PH1 3FX
<b>Premises:</b>	Inveralmond Business Centre, 6 Auld Bond Road, Perth, PH1 3FX
<b>Business:</b>	Promotion, improvement and protection of gamekeeping in Scotland. Promotion and development of the role of gamekeepers, stalkers, ghillies, and rangers in Scotland's land management. Provision of training courses relevant to those involved in the gamekeeping profession. Publication of gamekeeping magazines, CD's and the like.
<b>Membership:</b>	Category A      1      Association Category B      4,763      Individual Members

**Membership Activities:** For the purposes of this insurance the cover provided by this policy in respect of Registered Members of the Scottish Gamekeeping Association and Affiliated Clubs and their subscribing Members includes the following recreational activities as agreed between the **Insured** and the **Insurer**:

1. Rough shooting
2. Walked up shooting
3. Driven shooting
4. Wildfowling
5. Deer stalking
6. Vermin and pest control
7. Clay pigeon shooting including competitions
8. Fishing including ghillying
9. Field trials
10. Target shooting including competitions
11. Hawk and Falconry
12. Gun dog handling including competitive gun dog trials/tests

In addition to the above, any social or fundraising event organised by or on behalf of the Scottish Gamekeepers Association but only where the Scottish Gamekeepers Association has given prior written approval.

**Period of Insurance:** From: 01 January 2024                      To: 31 December 2024

Both dates Inclusive local standard time at the **Insured's** address stated above.

This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the **Insurer** and the **Insured**.



## Material Damage Section

**Not Operative**

## Business Interruption Section

**Not Operative**

## Liability Section

**Operative**

### Public Liability Sub-Section

**Operative**

Applicable to Membership Categories A and B in accordance with Endorsement 01 Members

**Limit of Liability:** GBP 10,000,000 any one **Occurrence**

**Extension:** Pollution Liability: GBP Nil any one **Occurrence** and in the aggregate

**Trigger:** Incidents Occurring During

**Occurrence Limit:** Combined

**Excess:** GBP Nil applicable to **Injury**

GBP 250 each and every claim applicable to **Damage**

**Defence Costs:** In Addition

**Retroactive Date:** Not Applicable

**Business Premises:** The **Business** is carried on from premises in the following territories and no others for the purposes of this Section:

Worldwide excluding the United States of America and Canada

**Covered Jurisdictions:** **United Kingdom**

### Product Liability Sub-Section

**Operative**

Applicable to Membership Categories A and B in accordance with Endorsement 01 Members

**Limit of Liability:** GBP 10,000,000 any one **Occurrence** and in the aggregate

**Extension:** Pollution Liability: GBP Nil any one **Occurrence** and in the aggregate

**Trigger:** Incidents Occurring During

**Occurrence Limit:** Protected

**Excess:** GBP Nil applicable to **Injury**

GBP 250 each and every claim applicable to **Damage**

**Defence Costs:** Inclusive

**Retroactive Date:** Not Applicable

**Products sold in or supplied to:** **United Kingdom**



**Covered  
Jurisdictions: United Kingdom**

### **Employers' Liability Sub-Section**

**Operative**

Applicable to Membership Category A only.

**Limit of Liability:** GBP 10,000,000 any one **Occurrence**

Subject to the following sub-limits which shall be part of and not in addition to the above limit:

Terrorism: GBP 5,000,000 any one **Occurrence**

Asbestos: GBP 5,000,000 any one **Occurrence**

**Trigger:** **Injury** Caused During

**Occurrence Limit:** Protected

**Defence Costs:** Inclusive

**Covered  
Jurisdictions: United Kingdom**

### **Professional Liability Sub-Section**

**Not Operative**

### **Trustees Liability Sub-Section**

**Not Operative**

### **Trustees Liability Section**

**Not Operative**

### **Notification of Claims and Circumstances to:**

Claims Department  
Lycetts Insurance Brokers  
-Bank House  
Pilgrim Street  
Newcastle Upon Tyne  
NE1\_16QF  
United Kingdom

Issued on behalf of AXA XL by: Lycett, Browne Swinburne & Douglass (Newcastle)



# Endorsements

## 01 Members

**Master Policyholder:** The Scottish Gamekeepers Association

**Limit of Liability:** Public Liability: GBP 10,000,000 any one **Occurrence**  
Products Liability: GBP 10,000,000 any one **Occurrence** and in the aggregate  
Pollution Liability sub-limit: GBP Nil any one **Occurrence** and in the aggregate

**Excess:** GBP Nil applicable to **Injury**  
GBP 250 each and every claim applicable to **Damage**

**Covered Jurisdictions:** Worldwide excluding United States of America & Canada

### 1.1 Special Definitions

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

**“Member”** 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 **Insured** and recorded as such in the **Insured’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”** means activities in respect of which the **Member** has taken out membership with the **Insured** agreed between the **Insured** and the **Insurer** and that are conducted for recreational purposes only.

**“Master Policyholder”** means the **Insured**.

**“Master Policy”** means the cover provided by this endorsement.

### 1.2 Operative Clause

The **Insurer** will cover the **Member** for all sums which the **Member** is legally liable to pay as damages (including claimants’ costs, fees and expenses) in respect of:

- (a) **Injury**;
- (b) **Damage** to property not belonging to or in the **Member’s** care, custody or control;

whilst the **Member** is engaged in **Membership Activities** within the Territorial Limits and such **Injury** or **Damage** occurs during the **Period of Insurance** and arises from **Claims** made against the **Member** in the Covered Jurisdictions stated above.

In the event of the **Member’s** death, their personal legal representatives will be covered in respect of such liability incurred by the **Member**.

Other than in accordance with the terms of this endorsement, there shall be no cover under this policy for the legal liability of any **Member**.



### 1.3 **Limit of Liability and Excess**

The maximum amount payable by the **Insurer** under this endorsement for all claims arising out of the same original cause will not exceed the Limit of Liability for this endorsement as stated above.

As part of and not in addition to the Limit of Liability, the **Insurer** will also pay for **Defence Costs**.

The **Insurer** will not be liable for the applicable **Excess** stated above.

### 1.4 **Member to Member Claims**

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

### 1.5 **Exclusions**

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

#### 1.5.1 **Occupation**

the **Member's**:

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

#### 1.5.2 **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.

#### 1.5.3 **Professional Activities &/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**.

#### 1.5.4 **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.

1.5.5 **Contractual Liability**

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

1.5.6 **Deliberate or Reckless Failure to Avoid Injury or Damage**

any deliberate or reckless failure by the **Member** to avoid **Injury** or **Damage**.

1.5.7 **Abuse**

the actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.

1.5.8 **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.

1.5.9 **Aircraft and Watercraft**

the ownership, possession or use by or on behalf of the **Member** of any aircraft, spacecraft, hovercraft or watercraft.

1.5.10 **Asbestos**

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.

1.5.11 **Punitive Damages**

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

1.5.12 **Radioactive Contamination**

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

1.5.13 **Terrorism**

any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way



relating to any act of Terrorism.

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

1.5.14 **War**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

1.5.15 **Cyber**

electronic means including but not limited to failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

1.5.16 **Liability Covered Elsewhere**

any matter covered under the Public Liability or Product Liability Sub-Sections.

1.5.17 **Professional Services**

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

1.5.18 **Dog Attacks**

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

1.5.19 **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.

The following conditions are important. Any **Member** seeking reimbursement under this Section must comply with them. To the extent that any failure to comply causes or contributes to **Injury** or **Damage**, or otherwise disadvantages the **Insurer**, the **Insurer** may refuse to make any payments to the **Member** or any other person.

1.6 **Conditions**

1.6.1 **Reasonable Steps to Avoid Injury and Damage**

any **Member** seeking reimbursement under this Section must at all times take reasonable steps to avoid **Injury** or **Damage**, which includes complying with all applicable laws, rules, regulations and guidelines imposed by any competent authority (e.g. any sporting or industry governing body).

1.6.2 **Claim Notification**

The **Member** must give to the **Insurer** notice as soon as possible in writing of:

- (a) any **Claim** made against any **Member** which is likely to fall within the scope of this policy;
- (b) any circumstances of which the **Member** becomes aware which are likely to give rise to such a **Claim** being made.

1.6.3 **Assistance and Co-operation**

The **Member** must provide the **Insurer** with such information, assistance and co-operation as the





**Insurer** and/or its representative may reasonably request for the purpose of dealing with any **Claim**.

1.6.4 **Documents Relevant to a Claim**

The **Member** must ensure that all documents or other evidence relevant to any **Claim** or any circumstance which is likely to give rise to a **Claim** are not destroyed or otherwise disposed of.

1.6.5 **Claim Control**

The **Insurer** is entitled, but not obliged, to control and conduct on behalf of the **Member** the investigation, defence and settlement of any **Claim**.

1.6.6 **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by or on behalf of the **Member** without the written consent of the **Insurer**.

1.6.7 **Payment in Full**

The **Insurer** may at any time pay to the **Member** in connection with any **Claim** either (i) the amount of the applicable Limit of Liability less any sums already paid or (ii) any lesser amount for which such the **Claim** can be settled. Upon such payment being made the **Insurer** shall be under no further liability in connection with that **Claim** and shall hand over conduct and control of the **Claim** to the **Member**.

1.6.8 **Other Insurance**

If at the time of a **Claim** there is any other insurance cover available to the **Member**, the **Insurer** will not have to pay more than its proportionate share of the **Claim** under this endorsement.

1.7 **Master General Terms and Conditions.**

The **Master Policyholder** shall comply with the terms and conditions below.

1.7.1 **Retention and Provision of Records**

The **Master Policyholder** shall establish and maintain complete records relating to all **Members** in connection with the **Master Policy**, including copies of all evidences of insurance, and retain such records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law and the **Master Policyholder** shall provide to the **Insurer** upon request copies of such records or documentation, or any other information as the **Insurer** may reasonably require from time to time, relating to the **Members**.

1.7.2 **Security of Documents**

All documents evidencing cover and any electronic method of storing and/or producing documentation shall be kept secure at all times. If requested by the **Insurer**, the **Master Policyholder** shall promptly return, delete or destroy all unused documents, including electronic documents, relating to the **Master Policy** and ensure that any issuance or production of such documents by the **Master Policyholder** thereafter ceases.

1.7.3 **Claims, Complaints or Proceedings**

If the **Master Policyholder** is made aware by a **Member** of a claim or complaint that the **Member** wishes to make under the **Master Policy**, the **Master Policyholder** shall promptly inform the **Member** of the arrangements established by the **Insurer** for the making of claims or complaints (as



applicable) and shall promptly notify to the **Insurer** full details of the claim or complaint (as applicable);

Where the **Master Policyholder** is aware of any legal or regulatory proceedings or actions commenced against Lloyd's, the **Insurer**, the **Master Policyholder**, arising out of the operation of or in connection with the **Master Policy**, the **Master Policyholder** shall promptly provide the **Insurer** with full details of the same.

#### 1.7.4 **Compliance with the Law and Financial Crime**

Without prejudice to any of the rights or obligations otherwise specified in the **Master Policy**, the **Master Policyholder** shall comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the **Members**, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the **Master Policy** comply with such laws where applicable;

The **Master Policyholder** shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

#### 1.7.5 **Data Protection**

The **Master Policyholder** shall comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" shall include all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

For the purposes of this Section 2.7.5:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

#### 1.7.6 **Communication with Members**

The **Master Policyholder** shall inform the **Members** of any changes to the **Master Policy**, which are relevant to the coverage provided to the **Members**, including cancellation or non-renewal of the **Master Policy**.

#### 1.7.7 **Automatic or Tacit Renewal of Insurances Bound**

The **Master Policyholder** must not take any steps which have the effect of committing the **Insurer** to automatic or tacit renewal of any benefit provided to **Members** under the **Master Policy** unless otherwise agreed in writing in advance by the **Insurer**.



#### 1.7.8 **Promotional and Marketing Material**

The **Master Policyholder** must agree with the **Insurer** any specific marketing or promotional material to be used in relation to the **Master Policy**, including on any internet website, portal or similar online system.

#### 1.7.9 **Licensing**

The **Master Policyholder** shall ensure that it maintains all necessary licences, authorisations, registrations and qualifications to perform its duties under the **Master Policy**.

### 1.8 **Members Extension**

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

#### 1.8.1 **Small Boats**

Exclusion 1.5.9 'watercraft' is deleted.

It is hereby noted and agreed that cover is extended to 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**.

#### 1.8.2 **Social and Fundraising**

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

#### 1.8.3 **Deriving of a Gain**

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

#### 1.8.4 **Membership Activities**

**Membership Activities** are defined as the list of country sports activities detailed on the Schedule as agreed between the Insured 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 the **Insured** and **Insurer**. Any additions or deletions will be communicated in advance and in writing to those affected **Members** undertaking such **Membership Activities**.

#### 1.8.5 **Members Domiciled Overseas**

participation in **Membership Activities** for **Members** who are domiciled outside of the **United Kingdom** but only whilst the **Membership Activities** are being undertaken in the **United Kingdom**.

## 02 Firearms Clause

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:



- 2.1 Items that do not comply with European Union, United Kingdom, United States of America standards;
- 2.2 Error of design or specification;
- 2.3 Exports to the United States of America or Canada or to any country listed by the UK authorities as an “embargoed destination”;
- 2.4 Items sold or supplied to non-licenced holders;
- 2.5 Any error of design or specification;
- 2.6 Servicing, repair or reconditioning.



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