



## Insurance Overview

I would like to take the opportunity to write to you all to explain a little about the insurance policies which are in place for Archery Ireland and our Clubs – a little about what is insured, and more particularly what is not insured.

Insurance can be a difficult subject to get to grips with, but it is important to note firstly that it is a legal contract between the policyholder and the Insurer, and like any other contract it is subject to limits, terms, conditions and exclusions; but not opinions.

While we can insure our property, what is of the utmost importance is that our liabilities are adequately insured, as an uninsured liability claim has the potential to bankrupt clubs and the association. We all have a duty in law to protect one another - to understand and anticipate risk and to take appropriate measures to mitigate it. Essentially, to do no harm. This is why our beginner's courses are intended to ensure that new members can engage in our sport safely, and it is why we must carry out a risk assessment in relation to every location in which we shoot.

I would like to clarify at this point that this is not professional insurance or legal advice. It is intended to provide some clarity. There is a lot of information in this correspondence so I have broken it into what I hope are digestible segments for ease of reading and understanding.

No doubt, some of you will have questions and I would ask simply (from an efficiency perspective) that these are directed back to me via clubs. If I cannot answer a question myself I will seek clarification from our Insurance Brokers.

### Who is “The Insured”?

The Insurance policies we have in place are in the name of The Irish Amateur Archery Association t/a Archery Ireland and Registered Member Clubs, with the exception of our Travel Insurance policy which does not include Registered Member Clubs.

### Why is this important?

It is important because it is the liabilities of the association and the registered member clubs which are insured – not the separate liabilities of individual members.

### Does this mean members are not covered?

No, it doesn't. When members of Clubs and Association are taking part in the activities of Clubs and Association, they are in effect the Club or Association. If they cause injury to a Third Party (anyone who is not a member of the Club or Association) then that liability is considered to be the liability of the Club or Association, and not the separate liability of the member. This works in a similar manner to Employer's Liability – if you cause injury in your capacity as an employee, it is your employer who is liable.



### So what happens if a club member causes injury to another club member?

Our liability insurance includes a “member to member” extension. This means that if an individual club member caused injury to another club member (from the same club or another registered member club), the insurance policy will treat this in the same way as if the injured person was not a club member – i.e. was a member of the public, and they will handle any claim that arises in the usual manner.

### What is a club activity?

This is basically any training session, event or competition which is being organised by “the club”. Therefore it must be open to all of the club members, or all qualifying club members. For example if a club is running an extra training session then provided that is notified properly to the club and all members who are eligible to participate in training remain eligible for this training session, then that would be a club activity and the insurance would operate.

However, if a few members are simply getting together to train, even if this is at the clubs usual training venue, this would not be a club activity and the insurance policy would not operate.

### What is a Club Venue?

A club venue is simply a venue at which a club engages in its club activities. It is a requirement of club affiliation that all club venues are registered with the Association, and your club must do this through the club’s JustGo page. It is also a requirement that the club conducts a Risk Assessment (templates available from AI) in respect of each venue prior to commencing activities, and annually. These Risk Assessments must also be stored on JustGo.

If a club is to run a Course, Competition or Come & Try event at a location or venue which is not a registered club venue, they will need to conduct a risk assessment in advance, taking account of potential overshoot or access by members of the public that could cause harm. AI will need to be notified of these events, and if the club cannot satisfy themselves that the activity can be conducted safely then it cannot proceed – remembering always that our duty to our club members and to members of the public is a legal one.

### Can I register my garden as a Club Venue?

You can only register a venue as a club venue if it is a location where club activities take place. Unless your garden is a location where full club training takes place, the answer is No.

### Am I insured to practice in my garden?

The AI Insurance policy covers the association and registered member clubs in respect of their activities. Practicing in your garden is not a club activity, so our insurance policies would not provide any cover for this activity. In this instance it is not the liability of the club or association that is material (as it is not a club or association activity) - it is the separate personal liability of the individual.



### Can I get Insurance to practice in my garden?

The short answer is you may very well have it already. If you have a home insurance policy with a contents section, you most likely have “Personal Liability” cover. Your Property Owners Liability cover usually comes with the Buildings Insurance, and your Personal Liability usually comes with the Contents section.

Personal Liability usually covers accidental damage or injury caused by you or a member of your household (your family who are living with you) to a member of the public. This can include things like your dog causing an accident or you injuring somebody with your umbrella in a busy street. How this section typically operates is that you are covered unless you are specifically excluded. For example, many policies cover liability in respect of firearms (you accidentally shoot someone) but would exclude this cover if the firearm is not legally held. Similarly, you may be covered for your personal liability if your dog bites someone, but this could be excluded if you were not complying with The Control of Dogs Act (where certain breeds need to be muzzled when outdoors etc.).

I have yet to come across a contents insurance policy where archery was excluded – which means it is included. However, it is essential that you check your policy and refer to your own Insurance Broker or Insurer for clarity. You cannot rely on this communication to assume you have cover. Remember though that you are asking if your policy Excludes Archery rather than includes it. If you do not have contents insurance then it is highly unlikely that you have any insurance. If you are uninsured this does not mean that an injured person cannot sue you – they can, but it will be a cost that you would be personally liable to pay.

We would not recommend that you practice uninsured, and we would strongly recommend that you conduct your own risk assessment (you don’t need to complete a form) to satisfy yourself that it is safe to practice. It is just important for you to understand that the association and club insurance do not cover this activity. As it is your own personal activity being conducted in your own personal time, we cannot however prohibit it.

### Are Registered Venues cover for other activities?

Our policies do not provide cover for the venue itself – that is the responsibility of the venue owner. Our policy covers the liability of the association and club to conduct their own activities at that venue.

For example, if your venue is a GAA club, then our policy does not cover the GAA activities of that club. Similarly, if it is a Community Hall it would not cover the owner of the hall while it is being used for Irish Dancing or Gymnastics. If your venue is a Coillte forest, it does not provide Coillte with cover for a hiker passing through.

Land and venue owners still have their own duties of care and have their own liabilities. Our policy does not cover those.

### What if our venue owner insists on an indemnity?

Our Insurer is happy to provide, at no charge, a Letter of Indemnity to any venue owner. Any request for a letter of indemnity should go to [officeadmin@archery.ie](mailto:officeadmin@archery.ie).



The Letter of Indemnity simply means that the insurer will not seek a recovery against the venue owner for a contribution towards the cost of a claim which they (our Insurer) had to settle on our behalf. It does not provide them with any cover for claims which are not made against the association or club.

## If somebody is injured, will the insurance pay out?

Despite appearance, this is not a straightforward question.

In order for the club or association to be “liable” there needs to have been a breach of duty of care on their part. In other words there needs to be “negligence”.

If a person wishes to make a liability claim, they would have to prove that there was negligence on the part of the club or association. The fact that they sustained an injury does not in and of itself mean that somebody was negligent. For example if I am in a shop and I trip over my own untied shoelaces is that the negligence of the shop? That example may seem straightforward, but ultimately the issue of negligence and liability will be handled by the Insurer (not the individual, club or association) and may ultimately be decided in the Courts.

If the Club or Association is found to be negligent / liable **AND** (very importantly) were fully compliant with the terms and conditions of the insurance policy, then the Insurer will settle the claim in accordance with the policy limits. Our current policy of insurance has a limit of €6,500,000 any one claim and any one period of insurance. It is our view that these limits are adequate.

## What if I’m injured by a visiting archer?

We have obtained an agreement from our liability Insurer that “visitors” to AI or Club training sessions, events or competitions will be treated as though they were members. What this means is that if a visiting archer was injured by a club member, or injured a club member, they would be treated as though they were a member and the full cost of the claim would be met by the insurer (subject otherwise to t&c’s) under the “member to member” extension. The visiting archer would not be entitled to any other benefits such as the Personal Accident cover.

Up until this agreement was secured, the liability of the club or association would have been covered but not any liability that may have attached to the visitor. This raised the potential for an injured member not being fully compensated as there was a risk that the visitor did not have insurance or was in breach of their insurance policy.

It is important for both clubs and archers to understand that despite securing this additional cover, they still have a duty of care to make sure that this visitor is a competent archer and does not pose a risk to themselves or others, before they are allowed to participate. This is the responsibility of the Club Committee.

The Insurer has declined to define “visitor”, so we are advising that this should be a person who is visiting your area (e.g. on holidays or a working trip) for a very short period. We would ask that if you are in doubt or have any concerns that you refer them to [Secretary@Archery.ie](mailto:Secretary@Archery.ie).



## What happens if I am injured but it is not anyone else's fault?

A lot of the discussion above relates to "Liability" and the premise that if a person is injured and it is someone else's fault then a claim based on that someone else's negligence can take place.

We all know though, that we can sustain an injury in our sport which is not somebody else's fault. Hopefully we don't, and hopefully should it happen it will not be serious and there will be no damage done, other than perhaps to our pride.

However, we could have an accident, it could be serious, and it may not be down to negligence on any other person's part.

We also have a Personal Accident policy which covers all of our registered members while: -

1. at an official event organised by the association or club
2. while undertaking training organised by the association or club and supervised by experienced archers, and
3. while travelling to or from 1. or 2. Above

This policy provides "benefit" payments in the event that certain injuries take place such as Death, Loss of Limb, Loss of Sight or Hearing, and Permanent Total Disablement. Unlike a liability policy, there is no need to prove somebody was at fault and it is not necessary to quantify the damages. If the "event" was insured and meets the criteria outlined in the policy, then the "benefit" (amount of money) will be paid out.

This policy has also been extended to apply to our members when they participate in an IFAF shoot. It does not apply to IFAF members or any other visitors to AI or Club facilities or events - only to AI members.

## Insurance of Personal and Club Property

### Insurance of Personal Property

It is the responsibility of each individual archer to insure their own archery equipment themselves if they wish to have it insured.

Generally, you will be able to insure this equipment under your own Contents Insurance policy while it is in your home. You may be able to obtain cover for your equipment while away from your home as part of an "All Risks" extension to your contents insurance policy. You will need to discuss this yourself with your own Insurance Broker or Insurance Company.



Your archery equipment will generally not be insured under a Travel Insurance policy – the personal property definitions will usually not include sports equipment, and the single article limits are invariably too low.

Typically, cover for sports equipment under an “All Risks” section will exclude damage “while in use”. This does not mean that it is not insured when you travel. If your home insurance policy has this wording you would be covered if it was stolen, but would not be covered if it suffered damage while being used. It is not typical for home insurance policies to exclude cover if you compete - only while in use. This cover can vary from policy to policy, so it is your own responsibility to check this cover with your own insurer / insurance broker.

### Insurance of Club Property

It is possible for clubs to arrange insurance for their own property – targets, beginner bows etc – and this is something we strongly recommend each club does. In the event that your club property is, for example, stolen or damaged / destroyed by fire, Archery Ireland will not be in a position to replace this equipment for you. In the event that your club does not have the funds to replace this equipment it could unfortunately spell the end for your club. This is another reason why insurance is really important.

It may be possible to insure your club property on the Archery Ireland policy. In order to do this you will need to provide us with a high level inventory of your equipment and replacement cost (e.g. Beginner Bows inc arrows, quivers, tabs and arm/chest guards - €xxxx; Straw Targets - €yyyy; Elevens’ Targets - €zzzz). Please also provide details of where the items are stored and the security under which they are stored, including whether or not this storage is on an exclusive or shared access basis. This cover is generally not expensive and cover, subject to acceptance by the insurer, and could cost less than €10 per €1,000 sum insured.

It is important to note that we cannot get storm damage cover for our equipment, so clubs should always keep a careful watch on weather warnings and take reasonable, safe steps to protect their property where necessary.

We also strongly recommend that you maintain a detailed inventory of your equipment, store copies of receipts (where available) and take and store photographs of your equipment. This is all really helpful in the event of having to make a claim for lost or destroyed equipment in the event of a loss.

## Travel Insurance

### Representing Archery Ireland

As mentioned above, our Travel Insurance policy is issued in the name of Archery Ireland only. It covers registered members and staff when travelling overseas to represent Archery Ireland and at business meetings. i.e. competing for Ireland at an AI approved event, travelling as part of a team (including team manager or AI approved coach), or attending for example a World Archery meeting.

Any person travelling will be required to sign the International Shooting agreement, will be provided with a copy of the insurance policy in advance, will be required to disclose any pre-existing medical



conditions to the Insurer (not to AI), and if they are living in the Republic of Ireland, should also have an EHIC (European Health Insurance Card).

The AI travel Insurance policy also covers qualifying members who need to start and end their journey in the United Kingdom.

As the policy is subject to its own terms, conditions and exclusions, it is the responsibility of each person travelling to ensure that they are fully compliant. Archery Ireland will not be responsible for any costs insured by any person travelling as a result of their failure to comply with the terms and conditions of the policy.

### Travelling to International Competitions, but not representing Archery Ireland

If you are travelling to international destinations to take part in archery, and are not representing Archery Ireland, you should ensure that you have suitable travel insurance cover in place.

Although most people think about their personal effects when travelling (we have covered this above) the most expensive claims are likely to arise from Medical Emergencies overseas, Cancellation and Curtailment, or Liability Claims.

All travel insurance policies will have limits, requirements or exclusions in relation to pre-existing medical conditions (for you, a person with whom you are travelling, or even a member of your immediate family), and activities. Different policies may or may not cover cancellation or additional medical costs in the event of you contracting Covid-19.

For Republic of Ireland residents travelling within the EU/EEA, we recommend that you have an EHIC (European Health Insurance Card) - <https://www2.hse.ie/services/schemes-allowances/ehic/apply/> - when travelling as this will enable you to access the equivalent of the public health insurance system in your destination country. Otherwise, you may have to pay for your treatment and then claim the cost back (if covered) from your Travel Insurer.

Apart from making sure you are compliant with medical requirements of your travel policy, you should ensure that Archery is not defined as an excluded, dangerous or hazardous activity.

As this is your own personal travel, it is entirely your own responsibility to decide whether or not you wish to travel on an insured basis, and if you choose to travel with insurance, to ensure that the cover meets your needs and that you comply with the terms and conditions.