

Hunting Leases & Homeowners Insurance

By Basil Housewright, Jr.

When the hunting seasons begin, hunters often ask their insurance agents about liability coverage on leased hunting land. Whether a person hunts for free on a family farm, pays a daily fee to a farmer for the privilege, or leases acreage for the season or year-round, the homeowner's policy typically provides liability coverage for hunting activities. However, if you lease the land and are responsible for upkeep of the land or any buildings on it, liability coverage for incidents arising out of a condition of the land or the buildings is typically not provided unless the location is added to the policy.

The homeowners liability insuring agreement obligates the insurer to pay up to the limit of liability "if a claim is made or a suit is brought against an insured for damages because of bodily injury or property damage caused by an occurrence to which this coverage applies." In other words, if no exclusion applies to the occurrence that results in bodily injury or property damage, coverage should exist.

The liability in the homeowner's policy is not limited to any particular location. However, exclusions in the policy eliminates coverage for bodily injury or property damage arising out of a premises that is owned by the insured or rented to the insured if the premises does not meet the definition of an "insured location."

Let's first consider what "arising out of a premises" means. It does not mean that any injury or damage that occurs on premises is excluded. In order to be excluded, the injury or damage must arise out of some condition of the premises itself, such as a slip and fall. Texas court decisions have made it clear that the exclusion requires a causal connection between the injury and the premises before coverage can be denied. Courts have ruled that if the accident in question could have happened anywhere, the fact that it happened on rented premises did not bring the injuries within the scope of the exclusion, even if the rented premises was not an "insured location." Based on these decisions, an accidental shooting on a hunting lease should be covered regardless of the premises' status as an insured location.

Due to the broad definition of "insured location," in most homeowner's policy there may also be coverage for occurrences arising out of the hunting lease premises. The definitions typically include several kinds of premises that qualify for coverage. If a hunting lease falls under any one of these it should be an insured location. In addition to the residence premises described in the declarations, the definition of "insured location" includes:

"The part of other premises and grounds which you acquire during the policy period for your use as a residence."

A hunting lease with a cabin, or your own mobile home or travel trailer, could satisfy this definition even if the same location is leased for a short term year after year.

"Any premises you use in connection with a residence premises." (Probably not applicable).

"Any part of a premises not owned by an insured and where an insured is temporarily residing."

This definition could apply to a hunting lease with a cabin, mobile home, or travel trailer during the time you are present on the premises.

"Vacant land, other than farm land, owned by or rented to an insured."

This definition might not apply to hunting situations since "vacant" implies the premises is unoccupied or not used for any purpose.

"Land owned by or rented to an insured on which a 1 or 2 family dwelling is being built as a residence for an insured." (Probably not applicable).

"Individual or family cemetery plots or burial vaults of an insured." (Probably not applicable).

"Any part of a premises occasionally rented to an insured for other than business use."

The definition of "occasionally" is the key here, generally referring to something that occurs at irregular or infrequent intervals. Premises leased year after year, even for a short term, would not qualify.

Coverage would be questionable for any occurrence that causes injury or damage arising out of some condition of the premises but not your activities on the premises, when the premises is leased on an annual basis or for a short term year after year, either without a cabin, mobile home, or travel trailer or when you are not residing on the premises at the time of the occurrence. Because of these gray areas, the leased location should be added to the homeowner policy. The homeowners policy requires the location address and additional premium charge to be shown on the declaration for other residential premises and once shown, the location becomes an "insured location." Our recommendation is to add the hunting lease premises to your homeowner's policy, pay the additional premium, and make it perfectly clear that coverage does apply, to avoid any controversy at the time of a claim.

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