

INSURANCE AND CLAIMS MANUAL

2019 / 2020

Prepared for
SPORTING SHOOTERS ASSOCIATION OF
AUSTRALIA INC

Prepared by
SSAA GENERAL INSURANCE BROKERS AS
AN AUTHORISED REPRESENTATIVE OF
PSC CONNECT

Contents

INTRODUCTION

STAFF

CONTACT DETAILS

SUMMARY OF INSURANCES

- Association Liability
- Public & Products Liability
- Group Personal Accident

CLAIMS PROCEDURE

- Contacts
- General Claims & Liability Claims
- Incident Reporting
- Injury Care

LIABILITY

- Liability & Responsibilities
- Legal Obligations
 - Liability under Statute
 - Liability under Contract
 - Liability at Common Law

FORMS

- Pen Underwriting Liability Certificate of Currency
- Berkley Australia Association Liability Certificate of Currency
- QBE Group Personal Accident Certificate of Currency

Introduction

We provide this Insurance Manual as a summary of The Sporting Shooters Association of Australia's insurance program, the manual does not reflect all the terms and conditions of the policies, it is intended only to represent an outline of the covers in force.

Please contact our office if you:

- Require explanation or clarification on any matter contained in the manual
- Believe that any policy exclusion has a negative bearing on the Association's activities
- Find detail in the policy summary which does not agree with the Association's instructions

Staff

Personnel responsible for servicing of the Association's insurance program are:

National Manager
Account Manager
(VIC, SA, WA, TAS & ACT)

Trevor Jenkin

Mobile 0408 030 360
Email trevor@ssaains.com.au

Account Manager
(NSW, ACT and QLD)

Greg Brown

Mobile 0455 777 685
Email greg@ssaains.com.au

Account Manager
(SA, WA, NT, Vic & Tas)

Megan Spiniello

Mobile 0438 756 009
Email megan@ssaains.com.au

Support Services

Ali Mulla

Account Manager Assistant
(NSW, ACT & Qld)
Mobile 0497 205 641 (office hours only)
Email ali@ssaains.com.au

Allison Francis

Account Manager Assistant
(VIC, SA, WA, TAS & NT)
Email allison@ssaains.com.au

Lee Lynch

Account Manager Assistant
(VIC, SA, WA, TAS & NT)
Claims Officer
Firearms Insurance Officer
Email lee@ssaains.com.au

Tina Jarvis

Office Receptionist
Email tina@ssaains.com.au



Contact Details

Mailing Address

SSAA General Insurance Brokers
"The Precinct"
Suite 14, 539 Greenhill Road
Hazelwood Park SA 5066

From 24th June 2019
212 Glen Osmond Road,
Fullarton SA 5063

Contact Details

Adelaide Office

Telephone

(08) 8332 0281

Facsimile

(08) 8332 0303

Free Call

1800 808 608 (landline only)

Email

insurance@ssaains.com.au

NSW Office

Telephone

0455 777 685 (Greg Brown)
0497 205 641 (office hours only)

Email

greg@ssaains.com.au
ali@ssaains.com.au

Website

www.ssaib.com.au



Summary of Insurances

ASSOCIATION LIABILITY SCHEDULE

INSURED:

Sporting Shooters' Association of Australia Incorporated
 Sporting Shooters' Association of Australia (NSW) Incorporated
 Sporting Shooters' Association of Australia (QLD) Incorporated
 Sporting Shooters' Association of Australia (VIC) Limited
 Sporting Shooters' Association of Australia (ACT) Incorporated
 Sporting Shooters' Association of Australia (SA) Incorporated
 Sporting Shooters' Association of Australia (WA) Incorporated
 Sporting Shooters' Association of Australia (NT) Incorporated
 Sporting Shooters' Association of Australia (TAS) Incorporated
 and all SSAA affiliated clubs and branches

BUSINESS ACTIVITY:

Sporting association providing administration and membership services including publishing and publication distribution, reloading ammunition courses at SSAA St Marys and NSW Sydney Silverdale Range.

JURISDICTION:

Worldwide Excluding USA & Canada unless specifically stated otherwise

SECURITY:

Berkley Insurance Company (trading as Berkley Insurance Australia), APRA Authorised Insurance company, ABN 53 126 559 706

POLICY WORDING:

Association Liability Insurance Policy (G3 - 2016-2)

SCHEDULE:

Limit of Indemnity	\$	5,000,000	Any one claim and
	\$	10,000,000	in the aggregate Costs in Addition

EXCESS:

Office Bearers Liability	\$	Nil	Each and Every Claim
Association Reimbursement	\$	5,000	Each and Every Claim (Cost Inclusive)
Professional Indemnity	\$	5,000	Each and Every Claim (Cost Inclusive)

Associations Liability	\$	5,000	Each and Every Claim (Cost Inclusive)
Investigations and Inquiries	\$	5,000	Each and Every Claim (Cost Inclusive)
Reloading Ammunition Courses	\$	10,000	Each and Every Claim (Cost Inclusive)

RETROACTIVE DATE:

Unlimited, excluding known claims and/or circumstances

EPL RETROACTIVE DATE:

Unlimited, excluding known claims and/or circumstances

AUTOMATIC EXTENSIONS:

Competition and Consumer Act and other Legislation

Loss of or Damage to Documents

Dishonesty of Insured Persons

Fiduciary Duty

Defamation, Libel and Slander

Infringement of Copyright or Patents

Newly Created or Acquired Subsidiaries

Fines and Penalties

Appointed Sub-Consultants

Contractual Liability

Joint Venture/Consortium

Claim Preparation Costs

Costs of Court Attendance

Public Relations Expenses

Mitigation Costs

Emergency Defence Costs

Inquiry Costs

Legal Panel

Continuous Coverage

Run-Off Cover

Severability

Estates and Legal Representatives

Reinstatement of the Indemnity Limit

Advancement of Defence Costs

Outside Directorship (including run off cover)

Spousal Liability Cover

OPTIONAL EXTENSIONS:

Fidelity	Covered (\$100,000 Sub-limit - Inclusive of Costs & Expenses)
Extended Continuity Cover	Not Covered
Multi Year Run-Off	Not Covered
Employment Practices Liability	Covered

ENDORSEMENTS:

Definition of Insured includes Volunteers

It is hereby declared and agreed that Definition 7.11 Insured is deleted in its entirety and replaced with:-

Insured

Means:

7.11.1 the Named Insured

7.11.2 any Insured Person but only in respect of work performed while a principal, partner or director of the Named Insured; and/or

7.11.3 any person who is, during the Policy Period, an employee and/or volunteer of the Named Insured but only in respect of work performed while an employee of the Named Insured and on behalf of the Named Insured.

To the extent that any parts of the above endorsement are found to be invalid or unenforceable, the remainder of each part of the endorsement shall remain in full force and effect.

Deletion of Insolvency Exclusion Endorsement

It is hereby understood and agreed that the following Exclusion;

6.2.2 *the insolvency of the Insured*

of this policy is deleted in its entirety and is of no further effect.

Molestation Exclusion

We shall not be liable to indemnify the Insured in respect of any Claim, liability, loss, cost, expense, Fine or Penalty directly or indirectly arising out of, related to, or in connection with any actual or alleged act of molestation or physical interference with any minor or adult, including but not limited to, permitting or failing to prevent any such act from occurring or attempted threat committed or alleged to have been committed.

To the extent that any parts of the above exclusions are found to be invalid or unenforceable, the remainder of each exclusion and all other exclusions shall remain in full force and effect.

Activities Exclusion

We shall not be liable to indemnify the Insured in respect of any Claim, liability, loss, cost, expense, Fine or Penalty directly or indirectly arising out of, related to, or in connection with:-

the cost of reprinting any document

Entity Exclusion

We shall not be liable to indemnify the Insured in respect of any Claim, liability, loss, cost, expense, Fine or Penalty directly or indirectly arising out of, related to, or in connection with any service provided by or on behalf of:-

SSAA Insurance Brokers Pty Ltd

All other terms, conditions and exclusions of the policy remain unchanged.

Subject always to all other policy terms, conditions and exclusions which remain unaltered.

PUBLIC & PRODUCTS LIABILITY

INSURED:

Sporting Shooters' Association of Australia Incorporated
Sporting Shooters' Association of Australia (NSW) Incorporated
Sporting Shooters' Association of Australia (QLD) Incorporated
Sporting Shooters' Association of Australia (VIC) Limited
Sporting Shooters' Association of Australia (ACT) Incorporated
Sporting Shooters' Association of Australia (SA) Incorporated
Sporting Shooters' Association of Australia (WA) Incorporated
Sporting Shooters' Association of Australia (NT) Incorporated
Sporting Shooters' Association of Australia (TAS) Incorporated

The executives, committees, sub-committees, branches, affiliated clubs, members, range officers, trainers, coaches and authorised visitors and SSAA Insurance Brokers Pty Ltd

OCCUPATION:

- Firearms sports administration, fundraising, and club activities including publication and media
- Historical re-enactment
- Practice, tournaments, and other competition sanctioned by SSAA
- Hunting and conservation groups
- Property owners and occupiers, affiliated clubs and branches, ranges and recreational grounds
- SSAA firearm dealers and SSAA owned retail gun stores
- Re-loading ammunitions at SSAA St Mary's and NSW Sydney Silverdale Range
- Including SSAA Members for all lawful recreational shooting including bow hunting or target archery (except where cover is provided under membership of a shooting association)

GEOGRAPHICAL LIMITS:

Worldwide Excluding USA & Canada unless specifically stated otherwise
Australia Wide - Lawful Recreational Shooting

THE BUSINESS:

- Property Owners & Occupiers, affiliated clubs, ranges, recreational grounds (3000 acres of camping ground used for member shooting activities. Ground have accommodation facilities, dams, water sports and are used by SSAA clubs and members)
- Affiliated clubs and their sanctioned activities in relation to sports shooting activities, historical re-enactments, fundraising and club activities (club fundraising event / functions are limited to a maximum attendance of 500 people). Some clubs have

restricted alcohol licenses, cooking facilities for club teas, etc, BBQ areas. Some of the larger clubs allow campers / caravans on their club grounds when hosting state / national competitions - campers use club toilets / shower facilities (no charge)

- Gun dealers within the clubs
- SSAA Insurance Brokers
- Including SSAA Members - all lawful recreational shooting including bow hunting or target archery (except where cover is provided under membership of a shooting association)
- SSAA ST MARY'S, NSW Sydney Silverdale Range and SSAA Silverdale Pistol Club - reloading ammunitions.

WORDING:

Leisure Plus Broadform Liability Wording QM850-1011

SECURITY:

QBE Insurance

SCHEDULE:

PUBLIC LIABILITY

Limit of Liability \$ 20,000,000

PROPERTY IN CARE CUSTODY & CONTROL \$ 250,000

PRODUCTS LIABILITY

Limit of Liability \$ 20,000,000

EXCESS:

You will pay the following amount(s) in respect of each Occurrence and/or Claim, except as stated elsewhere within Policy Endorsements:

Products Liability	Property Damage	\$ 1,000
	Personal Injury	\$ 1,000
	Personal Injury to Shooting/Use of Guns	\$25,000
All other claims	Property Damage	\$ 1,000
	Personal Injury	\$ 1,000
	Personal Injury to Shooting/Use of Guns	\$25,000
	Reloading Ammunition	\$ 5,000

COVERING THE INSURED'S LEGAL LIABILITY TO THIRD PARTIES FOR BODILY INJURY AND/OR PROPERTY DAMAGE CAUSED BY AN OCCURRENCE IN CONNECTION WITH THE INSURED'S ACTIVITIES.

ENDORSEMENTS:

Exclusion 3.13 is hereby excluded

Participation (As per QM850-1011 Broad form Liability Wording)

Products Liability - Applicable Standards Condition

It is a condition of Section 2 of this insurance that any Product Supplied by the Insured shall be compliant with all relevant and mandatory Australian, U.S.A. or E.U. standards, guidelines and regulations.

Products Liability - Rights of Recourse Condition

It is a condition precedent to liability under this Policy that in respect of all Products supplied by You, You shall not:

- a) waive or have waived their rights of recourse against, or
- b) agree to have agreed to hold harmless the suppliers to You of those Products.

Club Rules & Guidelines

It is a condition of this insurance that all club rules and guidelines must be adhered to, and that all clubs comply with relevant legislation in respect of all matters (including range templates, firing rights, etc).

Sale of Guns and Firearms

It is a condition of this insurance that:

- a) the sale of hand guns is limited to hand guns with trigger guards
- b) firearms are only sold to licence holders.

EXCLUSIONS:

We shall not provide Compensation against liability in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by;

- injury to drivers or passengers of motor vehicles being driven or operated where:
 - a) the driver does not hold a current drivers licence to drive the particular vehicles.
 - b) they are not seated within the vehicles cabin and/or are not wearing a seat belt.
 - c) they are not wearing protective helmets if riding a motorcycle, trike or similar vehicle.
 - d) they are a pillion passenger on a motorcycle, trike or similar vehicle.

This exclusion shall not apply to Metallic Silhouette matches provided the vehicle being used is not registered and travels at less than 15km per hour between the firing point and targets being reset

We shall not provide Compensation against liability in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by;

- or arising from a loaded weapon in a vehicle either stationary or moving.
- a wilful act.
- any person (including a member of the Insured) whilst participating in combat and/or skirmishing.
- riding or handling of any horse owned by or in the Insured's physical or legal control.
- activities in relation to Working Dog Club's breeding and training activities as well as those of individual members.

➤ Design Error Exclusion

We do not provide Compensation against liability directly or indirectly arising out of, caused by or in connection with any defective design or error in formula, composition or specification of any Product supplied by You. Excludes exports to USA and Canada Excludes Liability for persons who are not licensed.

- Excludes exports to USA and Canada
- Excludes Liability for persons who are not licensed.

ADDITIONAL SPECIAL CONDITION:

Policy extended to include LAWFUL RECREATIONAL SHOOTING, including bow hunting or target archery (except where cover is provided under membership of a shooting association)

Archery & Bow Hunting activities approved by SSAA are as follows:

- a) Recreational bow hunting by individual SSAA members in jurisdictions where this is permitted by law
- b) Target archery competition and practice by SSAA members at SSAA and affiliated shooting ranges where approved by the SSAA or affiliated shooting club operating that range and permitted in that jurisdiction.

POLICY DEFINITIONS:

For the purpose of determining the cover provided by this Policy:

Lawful Recreational Shooting means:

Bodily injury and/or property damage caused by the discharge of a firearm, crossbow or archery bow in a manner that is allowed or permitted by law and/or with lawful authority.

Unlawful Shooting means:

Bodily injury and/or property damage caused by the discharge of a firearm, crossbow or archery bow in a manner that is not permitted by law and/or is in breach local state and territory hunting regulations.

Geographical Limits means

Anywhere in the World except North America

- Cover extended to North America, but only with respect to:
overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-resident in North America, but not where they perform manual work in North America.
- Products exported to North America without Your knowledge.
- SSAA teams but only whilst participating in shooting competitions.

SPORTS GROUP PERSONAL ACCIDENT INSURANCE

INSURED:

Sporting Shooters Association of Australia Inc

Sporting Shooters Association of [NSW] Australia Inc

Sporting Shooters Association of [QLD] Australia Inc

Sporting Shooters Association of [VIC] Australia Ltd

Sporting Shooters Association of [ACT] Australia Inc

Sporting Shooters Association of [TAS] Australia Inc

Sporting Shooters Association of [SA] Australia Inc

Sporting Shooters Association of [WA] Australia Inc

Sporting Shooters Association of [NT] Australia Inc

the executives, committees and sub committees, branches, affiliated clubs, members, range staff, coaches, trainers and voluntary workers whilst participating in insured activities.

INSURED PERSONS:

All Associated Members or

All Voluntary Workers of the Insured.

SCOPE OF COVER:

For All Associated Members:

Whilst involved in the act of lawful Recreational Shooting Activities (excluding direct travel to & from such activities)

For All Voluntary Workers of the Insured:

Whilst engaged in an administrative capacity as an official or trainer or fund- raiser and/or engaged in authorised voluntary activities, including whilst engaged in necessary direct travel between their normal place of residence or employment and the place of their activities.

DEFINITIONS

Recreational Shooting means:

All lawful recreational shooting (including hunting) by members including Bow Hunting or Target Archery

Bow Hunting or Target Archery activities approved by SSAA are as follows;

- a) Recreational Bow Hunting by individual SSAA members in jurisdictions where this is permitted by law.
- b) Target Archery competition and practice by SSAA members at SSAA and affiliated shooting ranges where approved by the SSAA or affiliated shooting club operating that range and permitted in that jurisdiction.

GEOGRAPHICAL LIMIT:

Worldwide

AGE LIMIT:

Between the ages of 12 and 80

AGGREGATE LIMIT OF LIABILITY

Any policy period except non schedule flights	\$2,000,000
Any policy period relating to non schedule flights	\$ 0

SECURITY:

QBE Australia

ACCIDENT INSURANCE

SECTION A

Death Capital Benefits	Voluntary Workers	\$25,000 per member
	All Other Insured Persons	\$75,000 per member Limited to \$10,000 for persons aged under 18 years

SECTION B

Weekly Injury Benefits	Voluntary Workers	85% of income to a maximum of \$250 Per Week
	Excess Period	28 Day
	Benefit Period	26 Weeks
	All Other Insured Persons	85% of income to a maximum of \$750 Per Week
	Excess Period	7 Day
	Benefit Period	104 Weeks

SECTION C

Injury Assistance (Non Income earners)		
Weekly Benefit	Members	\$ 250
	Voluntary Workers	\$ 250
	Benefit Period	26 Weeks

SECTION D

Members

Voluntary Workers (Maximum age - 90 years old)

85% of the actual 5% of the actual
Non Medicare Medical Expenses after
deduction or recoveries from any other
source and deduction of the Excess OR
up to the maximum amount of \$3,000
whichever is the lesser

Excess - Nil

SECTION E

Non Medicare Medical expenses

The cover under this section will only apply if the insured has selected it and if it is shown on the Policy Schedule.

The insurer will pay -

The amounts set out in the compensation tables in this section of the Policy if the payable conditions shown

- occur during the period of insurance,
- are a result of injury during the time of operation of cover.

The insurer will not pay -

For any claim under this section of the Policy if your claim arises directly or indirectly out of any of the following:

- any existing medical condition,
- illness.

The insurer will not pay:

- for costs associated with MRI scans,
- for costs incurred which are associated with the prevention of injury. For example, knee braces, mouth guards, ankle braces,
- for costs related to breakage of dentures, optical lenses or spectacles,
- expenses incurred for which a Medicare benefit is payable,
- expenses incurred more than twelve (12) months after the date of injury,
- accounts covered by an ambulance service whether claimed or not,
- accounts covered by private health insurance whether claimed or not.

CONDITIONS

The conditions set out below apply to any claim made under this section of the Policy:

- any payable condition claimed must occur within twelve (12) months of the date of injury.
- the compensation we pay will be reduced by amounts paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or private health insurance.

DEFINITIONS

What need to happen Injury resulting in: Payable Event

1. A registered medical practitioner certifies that you are unable to attend usual household duties and functions.

2. A registered medical practitioner certifies that that you are not able to attend your normal place of education.

3. A dependant child who is a full time student under the age of 18 years is hospitalised.

What we will pay: Compensation

Home Assistance

75% of actual non medical related expenses incurred for home help, child minding, payable to a recognised agency up to the maximum weekly amounts on the policy schedule.

Student Assistance

75% of actual expenses incurred for home tutorial by a qualified tutor up to the maximum weekly amount on the policy schedule.

Parent inconvenience allowance

Not more than \$25 per day to a parent or guardian to visit you, up to a maximum of \$1500

ADDITIONAL BENEFITS

Funeral expense additional capital benefit

If a death benefit has been paid under capital benefits we will also pay funeral expenses incurred up to a maximum of \$ 2,500.

Disappearance additional capital benefit

If you are travelling on a conveyance, and

- > Your means of transportation disappears, sinks or is wrecked, and
- > Your body has not been found within one (1) year we will presume that you have died as a result of injury and will pay the death benefit accordingly. If we have paid a disappearance

capital benefit we will not pay for any other capital benefits as well. If you are later found to be alive then you, or your estate, must refund the amount we have paid.

Modification benefit additional capital benefit

Where a capital benefit is payable under payable conditions 2 to 5 inclusive, we will also pay for cost incurred by you in modifying your motor vehicle or home or relocating to a suitable home, to a maximum sum in all of \$ 20,000.

Rehabilitation additional capital benefit

Where a capital benefit is payable under payable conditions 2 to 14 inclusive, we will also pay for cost incurred by you for participation in a return to work program;
>If we consider those costs to be reasonable, and
>Your medical practitioner agrees.

Unexpired Membership Benefit

If you sustain an injury while on a journey covered by the policy which results in a a benefit being paid under:

Section A, Events 2 to 15; or

Section B Weekly Benefits - Injury

and a registered medical practitioner certifies you are unable to participate in any sport or gym activity for a minimum period of 26 weeks for which you have pre-paid a membership, association or registration fee, we will pay you a pro-rata refund of such fees paid for the current season or membership period, up to a maximum amount of \$ 5,000.



CLAIMS PROCEDURE

All claims to be reported to SSAA General Insurance Brokers

Mailing Address	SSAA Insurance Brokers Pty Ltd "The Precinct" Suite 14, 539 Greenhill Road Hazelwood Park SA 5066
Contact Details	Telephone (08) 8332 0281 Facsimile (08) 8332 0303 Free Call 1800 808 608 (landline only) Email insurance@ssaains.com.au Website www.ssaaiib.com.au
Personnel	Lee Lynch (Claims Manager) Email lee@ssaains.com.au Megan Spiniello (Account Manager) Mobile 0408 030 360 Email megan@ssaains.com.au Greg Brown (Account Manager) Mobile 0455 777 685 Email greg@ssaains.com.au



General Claims - Material Risks, Accident, Etc.

In the event of damage or loss of property:

1. Ensure that the remainder of your property is not exposed to further loss or damage
2. Complete the relevant claim form (refer to www.ssaib.com.au)
3. Immediately forward all correspondence to SSAA General Insurance Brokers

In the event of serious damage, your Insurer's will appoint a Loss Adjuster to inspect the damage and authorize repairs.

Minor damage repairs will be authorized upon receipt of the completed claim form and repair quotation.

Liability Claims

In the event of a claim by a third party:

1. Do not admit Liability
2. Ask the third party to submit the claim or complaint in writing
3. Complete a claim form concerning the incident (refer to www.ssaib.com.au)
4. Immediately forward all correspondence to SSAA General Insurance Brokers

IF ANY PROBLEMS OR DIFFICULTIES ARE ENCOUNTERED ON ANY INSURANCE RELATED MATTER, CONTACT SHOULD BE MADE WITH SSAA GENERAL INSURANCE BROKERS

Incident Reporting

The fact that an incident occurs in the club grounds does not mean you are automatically responsible for payment of compensation for injury or damage resulting from the accident. However, all public liability incidents should be reported on an incident report form, together with supporting documentation, irrespective of any amount claimed.

Regardless of how the incident is reported or is brought to the clubs attention, the following procedures should apply:

- Complete an incident report form (refer to www.ssaib.com.au). Incident report forms are for internal use only and should not be given to the claimant.
- Take as much factual information from the claimant or witness/informant as possible.
- Never admit liability or take action which may be seen as an admission of liability.
- Obtain:
 - witness statements
 - photographs of incident site
 - relevant range reports
 - information relating to the complaint

The purpose of an incident reporting system is to obtain all the details necessary to help prevent a recurrence of the accident.

Injury Care

Clubs should always be in a position to provide an appropriate first aid response to an injured person.

In preparation, the following actions should be taken:

- there are adequate numbers of trained first aid people at the club

- an appropriate number of first aid kits which comply with [First Aid] regulations in your State.

- to ensure injured people are dealt with expeditiously, the local ambulance service should be made aware of the best points of access to the club and ranges. As well provision should always be made for members of the range staff to meet the ambulance at the appropriate entry.

Once notified of an incident, range staff should:

- dispatch a first aid person to the site.
 - based on the knowledge of the first aid person and/or the injured person, an ambulance will be called.
 - the first aid person should enter the details in an injury register and report the incident through the usual incident reporting procedures.

Liability

Liability & Responsibilities

Sporting Clubs, and in particular Firearm Clubs, must at all times seek to improve the safety of the grounds and premises they manage. Since clubs invite members and the public onto their premises, they are at risk of being held liable, under both statutory and common law, if people are in any way injured [physically or financially].

Extremely onerous penalties and compensation, running into millions of dollars, may be awarded against organizations held to be responsible.

Clubs must manage liability risks and achieve the following objectives:

- Provide a safe environment for all members of the club
- Remove or minimize the likelihood of an accident occurring
- Ensure all concerned accept their responsibility in terms of implementing and performing accident and safety procedures

Legal Obligations

It is common practice for people who injure themselves on Club premises to hold you responsible for their medical costs, repair or damaged property, lost wages etc. The fact that a person is injured on your premises does not necessarily entitle them to compensation, because you must have done something which contributed towards the accident before becoming legally obligated.

Some examples may include, if there is a failure to immediately report and rectify a broken door or range equipment which subsequently causes injury then you have not exercised proper care and are accordingly liable. Also, if water affected surfaces are not promptly cleaned or sign posted then you are vulnerable to claims following falls which may occur.

The claims examples could go on endlessly but, basically, if injury or property damage arises from circumstances which indicate that you may be negligent in the duty of care owed to a member or visitor, then the accident must be reported to the insurer in the usual claim procedures.

Following are the three areas through which public liability exposures may arise:

Liability Under Statute

In the course of running a club you are obliged to comply with laws and statutes administered by governments and municipal bodies which impose various liabilities upon the management/executive.

Some of the most common examples of statute liability are in areas where you are required by law to effect insurance, eg workers compensation and compulsory third party. Also, with respect to health, safety and welfare, management should make themselves aware of Occupational Health and Safety Legislation.

Liability Under Contract

Management should become familiar with the various types of contracts involved in their clubs activities. These cover a wide field but the more significant are contracts with independent contractors for cleaning, air conditioning and range equipment maintenance.

Every contract contains covenants imposing responsibilities on one or another of the parties. These should be carefully examined to ensure they are not unduly onerous.

Liability at common law

This is by far the widest area of liability exposure confronting any club. In brief, common law liability imposes a duty of care upon all persons in their relationship with others. There are, however, degrees of this duty of care and you are mainly concerned with the following persons:

- Invitees - the greatest duty of care is owed to invitees who, in the case of firearm clubs, are mainly members, contractors and the general public.

The duty of care owed to them is relatively simple as you must take reasonable care to ensure the premises are reasonably safe.

The degree of care considerably increases when people pay money to use facilities, eg range fees, equipment hire etc.

- Trespassers - these are classified as people who intrude into property without permission. The degree of duty of care owed to trespassers although slight, nevertheless exists particularly in situations where a source of danger is deliberately created e.g. no signs around a range explaining that when a red flag is flying shooting is in progress.