



INSURANCE AND CLAIMS MANUAL

2020 / 2021

Prepared for
**SPORTING SHOOTERS ASSOCIATION OF
AUSTRALIA INC**

Prepared by
SSAA GENERAL INSURANCE BROKERS

AS AN AUTHORISED REPRESENTATIVE OF PSC CONNECT



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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 and 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.

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

National Manager

Trevor Jenkin

Mobile 0408 030 360

Email trevor@ssaains.com.au

Account Executive
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Ali Mulla

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(SA, WA, NT, Vic & Tas)

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Hayley Dunstan

Account Executive Assistant / Claims Officer
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Contact Details

Mailing Address

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Contact Details

Adelaide Office

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Free Call

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NSW Office

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www.ssaaiib.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	\$	10,000	Each and Every Claim (Cost Inclusive)
Professional Indemnity	\$	10,000	Each and Every Claim (Cost Inclusive)





Associations Liability	\$	10,000	Each and Every Claim (Cost Inclusive)
Investigations and Inquiries	\$	10,000	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.

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 and any other country which operates under the laws of America and Canada.

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:

Hospitality and Leisure Insurance Policy Wording vDTW0120

SECURITY:

100% Certain Underwriters at Lloyds

SCHEDULE:

PUBLIC LIABILITY

Limit of Liability	\$	20,000,000
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PRODUCTS LIABILITY

Limit of Liability	\$	20,000,000
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PROPERTY IN CARE CUSTODY & CONTROL	\$	250,000
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EXCESS:

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

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:

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:

Pathogenic Organism

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any Pathogenic Organism.

For the purposes of this Exclusion Pathogenic organism shall include but not be limited to mould or fungi or its spores bacteria yeasts mildew algae mycotoxins or any other metabolic products enzymes or protein secreted by any of the aforementioned whether toxic or otherwise. We shall not be under any duty to defend You in any proceedings in connection with any Pathogenic Organism claims or incidents.

This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any Pathogenic Organism occurred.

Coronavirus Exclusion

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

- a. Coronavirus disease (COVID-19);
- b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c. any mutation or variation of SARS-CoV-2;

d. any fear or threat of a), b) or c) above.

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 by any person (including a member of the insured).
- 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.

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:

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

Cover extended to North America, but only with respect to:

- SSAA teams but only whilst participating in shooting competitions -
Subject to the following information being provided to and accepted by the underwriter:
 - Names of the team members
 - Name of the event
 - Location of the event
 - Dates of the event

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:

Cover under the Policy applies whilst a Covered Person is engaged in voluntary work on behalf of the Policyholder, including necessary direct travel to and from such voluntary work. Provided always that any voluntary work is officially organised by and under the control of the Policyholder

POLICY WORDING:

Precision Group Personal Accident Wording 18-08-19 v01

SECURITY:

Lloyds of London

AGGREGATE LIMIT OF LIABILITY

Any policy period except non schedule flights	\$2,000,000
Non schedule flights	\$0
Any one event with respect to War / Civil War	\$500,000
Any one period of insurance with respect to War / Civil War	\$1,000,000

DEFINITIONS

Recreational Shooting, Bow Hunting and Target Archery:

It is hereby noted and agreed that following are additional general definitions under the policy.

Recreational Shooting means

- All lawful recreational shooting (including hunting) by members: and
- Includes Bow Hunting or Target Archery (except where such activity is covered under the membership of another Shooting Association)

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

- Recreational Bow Hunting by individual SSAA members in jurisdictions where this is permitted by law.
- 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.

In all other aspects the policy remains unaltered.

AGE LIMIT:

Between the ages of 12 and 80

It is hereby noted and agreed that clause 1 only under the Age Limitations provision is deleted in full and clause 3 is amended as follows:

3. In respect to each Covered Person aged ninety (90) years or over at the time of loss;

a) cover under Part A, Event 1, (Accidental Death) and Events 3-19 are limited to a maximum of \$25,000; and

b) no benefit is payable under Part A, Event 2, (Permanent Total Disablement); and

c) no benefit is payable under Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness); and

d) no benefit is payable under Non-Medicare Medical Expenses

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of ninety (90) years.

Age Limitations clause 2 remains unchanged.

PERSONAL ACCIDENT INSURANCE

PART A

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

Events 2 – 19	<u>Voluntary Workers</u>	\$25,000 per member
	<u>All Other Insured Persons</u>	\$25,000 per member Limited to \$10,000 for persons aged under 18 years

PART B (INCOME EARNERS ONLY)

Weekly Injury Benefits	<u>Voluntary Workers</u>	
	85% of income to a maximum of	\$250 Per Week
	Excess Period	28 Day
	Benefit Period	26 Weeks
	Bodily injury resulting in surgery	\$20,000
	<u>All Other Insured Persons</u>	
	85% of income to a maximum of	\$750 Per Week
	Excess Period	7 Day
	Benefit Period	104 Weeks
	Bodily injury resulting in surgery	\$20,000

PART C

Weekly Illness benefit	\$0
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PART D

Fractured Bones – lump sum benefit	\$5,000
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PART E

Loss of teeth or dental procedures – limit per tooth	\$250
Loss of teeth or dental procedures – lump sum benefit	\$2,000

INJURY ASSISTANCE (NON INCOME EARNERS)

Weekly Benefit	Members / Voluntary Workers	\$ 250
	Voluntary Workers	\$ 250
	Benefit Period	26 Weeks
	Excess	7 days

NON MEDICARE MEDICAL EXPENSES

If during the Period of Insurance and whilst the person is a Covered Person acting on behalf of the Policyholder to:

- a) provide services, without payment, to an educational, religious, charitable or benevolent organisation; or

- b) engage in a sporting activity:
- i. in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity; or
 - ii. as an official, or otherwise to assist in the conduct of the sporting activity; or
 - iii. in his or her capacity as an elected or appointed official of a sporting organisation; or
- c) engage in youth activities organised by a voluntary organisation (for example, the Scout Association of Australia); or
- d) undertake an activity that is part of an employment, education, training or youth program, or initiative, administered or funded by the Commonwealth, including specialist employment services for people with disabilities (where a law of a State or Territory relating to workersA compensation does not apply),

the Covered Person suffers from a Bodily Injury, We will pay the Non-Medicare Medical Expenses incurred up to a maximum amount of \$3,000.

A co-payment of 15% applies to each and every claim.

No cover is provided for Covered Persons engaging in voluntary work experience with the Policyholder (except to the extent that they are engaged in providing services, without payment, to an educational, religious, charitable or benevolent organisation on behalf of the Policyholder, or otherwise undertaking activities as described above).

Non-Medicare Medical Expenses means expenses:

- a) incurred within twelve (12) months of sustaining a Bodily Injury; and
- b) paid by a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments:
 - Medical
 - Surgical
 - X-ray
 - Chiropractic
 - Osteopathic
 - Physiotherapy
 - Hospital
 - Nursing Treatment

But does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the Bodily Injury referred to in (a) above.

Any benefit payable under Non- Medicare Medical Expenses is less any recovery made from any private health insurance fund with respect to the expense. No benefit is payable in respect of the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

ADDITIONAL BENEFITS

Return to work assistance	\$20,000	
Unexpired membership benefit	\$5,000	
Funeral expense	\$2,500.	
Coma benefit	Per week	\$500
	Maximum weeks	26
Modification expenses	\$20,000	
Bed care	Per week	\$500
	Maximum weeks	26

DEFINITIONS

Recreational Shooting, Bow Hunting and Target Archery:

It is hereby noted and agreed that following are additional general definitions under the policy.

Recreational Shooting means

- All lawful recreational shooting (including hunting) by members: and
- Includes Bow Hunting or Target Archery (except where such activity is covered under the membership of another Shooting Association)

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

- Recreational Bow Hunting by individual SSAA members in jurisdictions where this is permitted by law.
- 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.



CLAIMS PROCEDURE

All claims to be reported to SSAA General Insurance Brokers

Mailing Address	SSAA General Insurance Brokers Pty Ltd Unit 1, 212 Glen Osmond Road Fullarton SA 5063	
Contact Details	Telephone	(08) 8332 0281
	Facsimile	(08) 8332 0303
	Free Call	1800 808 608 (landline only)
	Email	insurance@ssaains.com.au
	Website	www.ssaib.com.au
Personnel	Megan Spiniello	(Account Executive - SA, WA, NT, Vic & Tas)
	Mobile	0438 756 009
	Email	megan@ssaains.com.au
	Ali Mulla	(Account Executive – NSW, ACT & Qld)
	Mobile	0455 777 685
	Email	gali@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.ssaaiib.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.ssaaiib.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.ssaaiib.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 & 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, e.g. 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.