



INSURANCE AND CLAIMS MANUAL

2021 / 2022

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.

Staff

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

National Manager

Trevor Jenkin

Mobile 0408 030 360

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Support Services

Hayley Dunstan

Account Executive Assistant / Claims Officer
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Adrienne Jenkin

National Manager Assistant / Office Receptionist

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Contact Details

Mailing Address

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Contact Details

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Free Call

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Email

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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.

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 (BIA Assoc 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

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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.

Amended Definition of Claim - BIA Assoc 2016-2

It is hereby declared and agreed Definition 7.2 Claim is deleted in its entirety and replaced as follows:

7.2 Claim

Means:

- 7.2.1 any writ, application, summons or other originating legal process, cross claim or counter claim issued against or served on the Insured claiming damages or other compensatory relief;
- 7.2.2 the positive assertion in writing of a legal entitlement to damages or other compensatory relief in connection with an alleged civil liability on the part of the Insured, in terms evincing an intention to pursue such legal entitlement;
- 7.2.3 for the purpose of Automatic Extension 2.8, any enforcement action or proceeding served on the Insured seeking to impose any Fine or Penalty; or
- 7.2.4 for the purpose of Optional Extension 3.4, a written demand to, or civil proceedings by a third party against the Insured seeking reinstatement of employment.

All other policy terms and conditions remain unaltered.

Listed Human Disease Exclusion BIA Misc PI 2019

We shall not be liable to indemnify the Insured in respect of any actual or alleged Claim, liability, loss, cost, expense, Fine or Penalty directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean:

- a) any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or



b) any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced; regardless of when the disease is so listed or identified.

Subject otherwise to all other terms, Conditions, Exclusions and limitations of this insurance.

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

BUSINESS:

- Firearms sports administration including publication and media,
- Club activities including fundraising events and functions (limited to a maximum attendance of 500 people), restricted alcohol licenses, cooking facilities, BBQ areas, camping and caravans areas and associated facilities,
- Historical re-enactments
- Practice, tournaments, and other competition sanctioned by SSAA
- Hunting and conservation groups
- SSAA firearm dealers and SSAA owned retail gun stores
- Gun dealers within the clubs
- Prior activity of reloading of ammunition (for the continuing Product Liability exposure), only at;
 - i. SSAA St Mary's NSW
 - ii. NSW Sydney Silverdale Range
- Property owners and occupiers, affiliated clubs and branches, ranges and recreational grounds
- Licensed General Insurance Brokers
- 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)

and/or any activities incidental thereto

WORDING:

D23 General Public and Products Liability Policy Wording vLBRE0121 with endorsements listed below

SECURITY:

Certain Underwriters at Lloyd's under Agreement No. B1263EC0011621

Berkley Insurance Company trading as Berkley Re Australia (ABN 53 126 559 706)

Fully approved and licensed by Australian Prudential Regulatory Authority, for further information please contact Pen Underwriting

SCHEDULE:

PUBLIC & PRODUCTS LIABILITY

Limit of Liability	\$	20,000,000
		any one Occurrence and in the aggregate in respect to Products Liability

ERRORS & OMISSIONS

Limit of Liability	\$	10,000,000
		any one Claim and in the aggregate for all claims made and reported to the Underwriter during the Period of Insurance

PROPERTY IN CARE CUSTODY & CONTROL

Limit of Liability	\$	250,000
		any one Claim and in the aggregate for all claims made and reported to the Underwriter during the Period of Insurance

EXCESS:

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

Public & Products	\$ 1,000*
Errors & Omissions	\$ 1,000*
Personal Injury to Shooting/Use of Guns	\$25,000*
Reloading Ammunition	\$ 5,000*

*any one Occurrence (cost inclusive)

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:

Territorial Limits

Exclusion 3.22 is hereby deleted and replaced with the following;

3.22 Territorial Limits

- a. claims made or actions instituted within any country, state or territory (outside Australia) that require insurance to be effected or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance; or
- b. claims made and actions instituted within the United States of America or Canada or any other state or territory coming within the jurisdiction of the courts of the United States of America or Canada; or
- c. claims or actions to which the laws of the United States of America or Canada apply.

Provided that:

- d. Clauses 3.22(b) and 3.22(c) do not apply to claims and actions arising from;
 - (i) the presence outside Australia of any Employees and/or directors, partners or proprietors of the Insured who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the United States of America or Canada.
 - (ii) SSAA teams participating in shooting competitions and subject to the prior written approval of the Insurer.
- e. the Limit of Indemnity in respect of coverage provided under Clause 3.22(d) is in the aggregate for any one Period of Insurance and inclusive of all costs, expenses and interest set out in Clause 2.2.

Errors and Omissions (Claims Made)

Important Information

Claims Made Endorsement

This Endorsement is issued on a Claims made and notified basis. This means that the Endorsement only covers the Insured for Claims first made against the Insured during the Period of Insurance and notified to the insurer during the Period of Insurance.

Section 40(3) of the *Insurance Contracts Act 1984* may provide additional rights at law. That section provides that where the insured gave notice in writing to the insurer of facts that might give rise to a Claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but during the period of insurance, the insurer is not relieved of liability under the contract in respect of the Claim, when made, by reason only that it was made after the expiration of the period of insurance.

Retroactive Date

This Policy is limited by a Retroactive Date. This means that the Policy excludes liability arising out of an occurrence which happened prior to the Retroactive Date.

Errors and Omissions Operative Clause

Notwithstanding Exclusion 3.17 Professional Liability, the Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Indemnity of \$1,000,000 against all sums which the Insured shall become legally liable to pay as compensation as a result of a Claim or Claims first made against the Insured and notified to the Insurer during the Period of Insurance arising out of any negligence, whether by act, error or omission (which expression shall include any non-deliberate breach of Australian Consumer Law) committed or alleged to have been committed by or on behalf of the Insured in connection with the Insured's Products or services.

The Insurer hereby agrees to pay all Costs, Expenses and Interest incurred in the Defence of Claims Claims (in accordance with Clause 2.2 of the Policy) for which indemnity is available under this Endorsement provided that the Insurers total aggregate liability inclusive of such Costs, Expenses and Interest incurred in the Defence of Claims shall not exceed in all the Limit of Indemnity specified above notwithstanding the number of Claims made. The first \$5,000 of each and every Claim shall be borne by the Insured at their own risk and the Insurers liability shall only be in excess of this amount.

Exclusions Applicable to Errors & Omissions Cover

This Endorsement does not cover liability:

- 2.1 arising out of acts, errors or omissions which occurred or allegedly occurred prior to 30 April 2017.
- 2.2 arising out of any facts or circumstances which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim.
- 2.3 arising out of or attributable to any failure or omission on the part of the Insured to effect or maintain insurance.
- 2.4 which is more specifically insured against in any other section of this Policy.
- 2.5 arising out of the repair, reconditioning, replacement, making good or recall of any product or faulty or inadequate workmanship performed by or on behalf of the Insured.
- 2.6 assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- 2.7 arising from an Occurrence which is inevitable having regard to:
 - 2.7.1 the circumstances and nature of the work undertaken, or
 - 2.7.2 the Insured's Products supplied.
- 2.8 arising from or in connection with advice, design, consultancy, specification, formulae or supervision given or undertaken by the Insured provided this Exclusion 2.8 does not apply to advice, design, consultancy, specification, formulae or supervision:
 - 2.8.1 in relation to the Insured's Products or
 - 2.8.2 not provided for a fee.

- 2.9 arising out of conspiracy, conversion, deceit, inducement, breach of contract or injurious falsehood.
- 2.10 for punitive, exemplary, aggravated, multiple or liquidated damages, fines or penalties.
- 2.11 arising in the United States of America and/or Canada or in respect of any Claims which would be subject to the jurisdiction of the Courts of the United States of America and/or Canada.
- 2.12 incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

Definition

"Claim" or "Claims" means:

- 3.1 any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Insured; or
- 3.2 the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured.

Conditions Applicable to Errors & Omissions Cover

- 4.1 The Insured shall, as a condition precedent to their right to be indemnified under this section, give to the Insurer as soon as practicable notice in writing during the Period of Insurance:
 - 4.1.1 of any Claim(s) made against them;
 - 4.1.2 of the receipt of notice from any person of an intention to make a claim against them.
- 4.2 The Insured shall give to the Insurer as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they shall become aware during the Period of Insurance, likely to give rise to a Claim against them.

Other than amended above, the terms, conditions and exclusions if this policy shall continue to apply.

Products Liability

This Policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by;

- (a) Products that do not conform to the relevant Australian Standards, regulations and legislation.
- (b) Firearms or ammunition sold to anyone who does not hold an appropriate firearms licence

Activities Exclusion

This Policy does not cover liability in respect of;

- a. the ownership, possession, operation, maintenance or use by or on behalf of the Insured of any vehicle where,
 - (i) the driver does not hold the appropriate licence to drive the particular vehicle,
 - (ii) the occupants are not seated within the vehicles cabin and/or are not wearing a seat belt,
- b. Personal Injury to any rider or any pillion passenger of motorcycle, ATV or similar vehicle
- c. Personal Injury to person participating in combat simulation or skirmishing
- d. Personal Injury caused by or arising out of the riding or handling of horses
- e. Personal Injury or Property Damaged caused by or arising out of the breeding or training activities of a working dog club

Non-compliance Exclusion

This Policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by or arising from;

- a. the use or storage of firearms and ammunition by individuals that do not hold an the appropriate licence for the firearm or ammunition,
- b. the use or storage of firearms and ammunition that contravene any Federal, State or Territory legislation
- c. a loaded weapon in a vehicle either stationary or moving
- d. a wilful act by any person (including a member of the insured).

Sexual Molestation

This Policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by sexual assault, abuse or molestation or attempt thereat committed or alleged to have been committed by an Insured.

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

SECURITY: Certain Underwriters at Lloyd's of London

POLICY WORDING: Precision Group Personal Accident Wording 18.08.19 v01

DEFINITIONS

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.

GEOGRAPHICAL LIMIT:

Worldwide

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.

AGGREGATE LIMIT OF LIABILITY

Any one period of insurance	\$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

ACCIDENT INSURANCE

PART 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
Events 2 – 19	Voluntary Workers	\$25,000 per member
	All Other Insured Persons	\$75,000 per member Limited to \$10,000 for persons aged under 18 years

PART B (INCOME EARNERS ONLY)

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

PART C

Weekly Illness Benefits	\$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	\$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 workers 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 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 COVER

Return to work assistance	\$20,000
Unexpired Membership Benefit	\$5,000
Funeral expenses	\$2,500
Coma Benefit	\$500 per week Maximum weeks – 26
Modification Benefit	\$20,000
Bed Care	\$500 per week Maximum weeks – 26



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 ali@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

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.