



INSURANCE AND CLAIMS MANUAL

2022 / 2023

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
- Chubb 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 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:

General Manager

Megan Spiniello

Mobile 0438 756 009

Email megan@ssaains.com.au

Account Manager
(NSW, ACT and QLD)

Ali Mulla

Mobile 0455 777 685

Email ali@ssaains.com.au

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

Nadia Borrett

Mobile 0478 007 614

Email nadia@ssaains.com.au

Support Services

Luke McCarthy

Assistant Account Manager
(NSW, ACT & Qld)

Mobile 0497 205 641 (office hours only)

Email luke@ssaains.com.au

Kate Browne

Office Receptionist

Email kate@ssaains.com.au





Contact Details

Mailing Address

SSAA General Insurance Brokers
Unit 1, 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 (Ali Mulla)

0497 205 641 (office hours only)

Email

ali@ssaains.com.au

luke@ssaains.com.au

Website

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.

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)
Employment Practices Liability	\$	10,000	Each and Every Claim (Cost Inclusive)
Fidelity	\$	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
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
SSAA Insurance Brokers Pty Ltd

The executives, committees, sub-committees, branches, affiliated clubs, members, range officers, trainers, coaches and authorised visitors and

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:

General Public and Products Liability Policy Wording vLBRE0421 with endorsements listed below

SECURITY:

Certain Underwriters at Lloyd's under Agreement No. B1263EC0011622

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 Ben 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 \$ 1,000,000
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	\$ 5,000*
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:

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.

1. Definitions

In addition to the definitions set out in the policy wording, the following definitions apply to this Endorsement:

Claim

- (a) the receipt by the Insured of any written demand for compensation made by a third party against the Insured;
- (b) any writ, summons, application, statement of claim or other form of legal or arbitral process served upon the Insured containing a demand for compensation made by a third party against the Insured.

Costs

The reasonable legal costs and other expenses incurred by or on behalf of the Insured or by the Insurer in the investigation, defence or settlement of a Claim.

2. Insuring Clause

2.1 The Insurer agrees to indemnify the Insured against Claims first made against the Insured and notified to the Insurer during the Period of Insurance for:

- (a) acts, errors and omissions;
- (b) unintentional breaches of the Australian Consumer Law, in the conduct of the Business.

2.2 Costs incurred in respect of any Claim indemnified under Insuring Clause 2.1.

3. Limit of Indemnity and Excess

3.1 The Limit of Indemnity applicable to this Endorsement is specified in the Schedule. The Limit of Indemnity is inclusive of Costs.

3.2 The Excess applicable to this Endorsement is specified in the Schedule. The Insured shall be liable to pay the Excess in respect of each and every Claim. The Excess shall also apply to Costs. The Insurer shall only be liable to indemnify the insured for amounts payable above the Excess.

3.3 All Claims which arise from a single act, error or omission, or which arise from causally connected or interrelated acts, errors or omissions shall be regarded as one Claim under this Policy, and the Excess shall apply accordingly.

4. Exclusions

For the purposes of this Endorsement:

- (a) Exclusion 3.11 Faulty Workmanship is deleted.
- (b) Exclusion 3.15 Product Defect is deleted.
- (c) Clauses (d) and (e) of Exclusion 3.22 Territorial Limits are deleted.

In addition to the Exclusions set out in the policy wording, the Insurer shall not be liable under this Endorsement in respect of any Claim:

4.1 arising out of the conduct of the Business prior to the Retroactive Date.

4.2 arising out of any

- (a) Claim made against the Insured prior to the Period of Insurance;
- (b) fact, matter or circumstance which the Insured was aware of prior to the Period of Insurance or which the Insured should have reasonably known may give rise to a Claim under this Endorsement.

4.3 arising out of any failure by the Insured to arrange finance or insurance.

4.4 arising out of the operations of SSAA Insurance Brokers Pty Ltd

4.5 which is insured under any other section of the Policy.

4.6 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.

4.7 assumed under any contract or agreement unless such liability would have attached in the absence of that contract or agreement.

4.8 arising from or in connection with advice, design, consultancy, specification, formulae or supervision given or undertaken by the Insured other than advice, design, consultancy, specification, formulae or supervision not provided for a fee relating to any Insured's functions or duties as a director or officer.

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;

Products that do not conform to the relevant Australian Standards, regulations and legislation.

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 other than;
 - (i) All activities performed as part of SSAA Gun Dog discipline, and
 - (ii) Only whilst on SSAA club premises, including branches, affiliates and as per declared sites and shows including expos

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 the use or storage of firearms and ammunition;

- (a) by individuals that do not hold an the appropriate licence for the firearm or ammunition ,
- (b) that contravene any Federal , State or Territory legislation

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 05.10.21 v1

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
-------------------------	-----

PART D

Fractured Bones – Lump Sum Benefit	\$5,000
------------------------------------	---------

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	(General Manager)
	Mobile	0438 756 009
	Email	megan@ssaains.com.au
	Ali Mulla	(Account Manager – 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.