



INSURANCE- PUBLIC LIABILITY, PERSONAL ACCIDENT AND CONTENTS

As from 1st January 1993 the South Australian Government took control of Surf Life Saving South Australia Inc. insurances.

This has resulted in substantial savings to both Clubs and SLSSA however a key issue throughout the original negotiations was the fact that Surf Life Saving South Australia Inc had a complete register of members, It is imperative, therefore, that ALL MEMBERS ARE REGISTERED otherwise they are not covered by these policies.

The Association Policy in this regard is quite comprehensive.

PUBLIC LIABILITY

Clubs and their members must be made fully aware that "PUBLIC LIABILITY" is the insurance cover which is applicable if a member of the public (or even a member of the Association) brings a civil action for alleged negligence against the Association or its members. Such actions can - and have been - brought against individual Surf Life Savers, Club Officers and even the Association.

The claimant has the onus of proving that we acted in breach of a duty of care. If this was proved then our Public Liability insurance would provide appropriate cover.

It must be stressed that it does not matter that the persons involved are "VOLUNTEERS" in such civil cases. We hold ourselves to be "experts" and will be treated as such by the courts.

PERSONAL ACCIDENT

The State Government believes that people injured whilst providing a vital community service should not be out of pocket for any expenses incurred as a result of that injury.

Any person suffering an injury as a result of Surf Life Saving activity should contact SLSSA and request the appropriate claim forms.

In brief, all claims will be made via normal channels in the first instance. This means that Medicare and private health funds should be exhausted prior to claiming against the association's policy.

Any approved shortfall will then be reimbursed from the scheme.

For claims requiring extended time off work, the claimant must utilise all accrued sick leave prior to claiming wage loss.

NOTE 1: Loss of wages will not be paid for injuries resulting from competition.

NOTE 2: Those members who do not have private medical cover will be required to pay the first \$200 of any claim.

NOTE 3: All members receiving payments from member accident insurances must provide a clearance from their doctor in order to be able to participate in any lifesaving activity (including competition).

CONTENTS

Only items declared on the Club Asset Register will ever be claimable so Clubs must ensure that their records (kept at SLSSA) are maintained whenever purchases are made or gear is sold, or discarded.

All Surf Life Saving gear and equipment which is owned by Clubs (including both patrols and competition) is covered by the Association policy.

There is still a requirement for Clubs to maintain property and some contents insurance for non life saving items such as furniture and fittings, stock, plant, machinery, motor vehicles, cash on premises, cash in transit and cash on hand.

Members personal equipment is NOT covered by this policy.

AT the April 2004 State Council meeting it was resolved:

IMPORTANT:

All claims relating to lifesaving assets will only be considered if notification to claim is lodged within 30 days of the event.

A meeting of Club Treasurers held on 23rd September, 1993 resolved that so as not to jeopardise the policy by leaving it open for abuse, a \$100 excess be implemented. This would negate the need to insure all items costing under \$100, thereby reducing the payment necessary by each Club also.

Designated Patrol Equipment

Full cover at all times.

Boards and Skis

Cover on competition boards and skis is limited to:

FIRE THEFT TRANSIT MALICIOUS DAMAGE

Surf Boats

Covered at all times (including during competition), but there is an excess of \$350.

Repairs over \$500

- ⇒ Cannot be undertaken without prior reference to the SLSSA.
- ⇒ SLSSA insurance assessor will inspect damage over this amount and decide on replacement vs repair.

PAYMENT OF ACCOUNT FOR REPAIR / REPLACEMENT

Arrangements are to be made for the tax invoice to be sent to SLSSA for payment. All repairers must supply an ABN.

PUBLIC LIABILITY FOR SOCIAL FUNCTIONS

SLSSA has organised a \$20m PUBLIC / PRODUCTS LIABILITY insurance which covers 3rd party personal injury of property damage caused by an occurrence in connection with business activities. This includes facility hire to 3rd parties of premises and fund raising activities (eg bingo booths)

INSURANCE CLAIMS PROCEDURE FOR CRAFT OR EQUIPMENT

DAMAGED AT CARNIVALS

Any damage to equipment that occurs at carnivals that is going to be claimed on insurance must be either reported to the Referee of the area, the Chief Referee or Elaine Farmer (if they are available).

Any damage over \$500 must be reported before repairs are approved, so this will expedite the claim process.

REPLACEMENT OF EQUIPMENT UNDER THE INSURANCE SCHEME

Any equipment replaced under the scheme will become the property of Surf Life Saving SA and will be disposed of under a "tender" process. This is in line with normal industry policy.

EQUIPMENT FALLING OFF TRAILERS OR CAR

It is advised that any damage caused by equipment or other items falling from trailers and injuring/damaging other parties or private vehicles, is not covered by the insurance scheme. It is therefore prudent to ensure that anyone towing equipment has at least third party property damage on their vehicle and confirmation from the insurer that this policy covers trailers and items falling from them. If it can be substantiated that the item that fell from the vehicle / trailer was not properly secured by the driver, then the claim may be reviewed with the driver being asked to contribute to the expense.

WATER DAMAGE TO RADIOS

Over the years Surf Life Saving SA has suffered a large number of claims from Clubs for radios that have fallen into the water that were not in a waterproof bag. Accordingly, it is advised that any such future claims (ie radios not in waterproof bags) may be reviewed with the possibility of the claim not being accepted.

STOLEN RADIOS

Radios continue to be sought after by the not so honest and Clubs are requested to ensure that they are stored in a secure area. This should be away from access to the general public. Once again, if it can be proven that this is not being done, then any claim be reviewed.

PRIZE MONIES AND INSURANCE

All prize monies are to be paid direct to Surf House where they will be allocated against individual Club accounts. The money is held by Surf House until the Club submits an invoice.

Surf House does not retain any of the prize money and the service is provided free of charge. The only reason the State administration gets involved is that each Club is then covered by our insurances as per the normal conditions laid out earlier in this section.

PAYING "VOLUNTEERS"

Just recently a question was raised regarding medical cover for people within the Club structure who get paid a few dollars for undertaking a task. The example given was someone who works behind the bar on a Saturday night and the Club gives him \$50 for his trouble. Another example is the ever growing practice of Clubs paying training officers from other Clubs to train candidates.

The view of the insurer is that the minute anyone gets any recompense for their work, they are not considered to be a volunteer for the purposes of our insurance. The Personal Accident cover provided by SAICORP for volunteers is in respect of lifesaving activities and does not include social activities.

Any Clubs involved in this practice, should either cease it immediately, employ the person or take out separate insurance. These are your only options.

This cannot be stressed this too highly.

Everything may seem fine whilst someone is getting paid their \$50 (or whatever fee they are being paid), but the minute they suffer an injury they can (and probably will) submit a claim. Subsequent investigations may uncover that they were paid and therefore it is a claim against Workcover, and this would then leave the Club in deep trouble.

SLSSA is not saying that you cannot pay people for doing certain roles within your Club. That decision is entirely up to the Club. All we are warning you against, is paying members for services and not complying with all necessary legal requirements. We would suggest that any Clubs paying persons for services look into and consider the legal and taxation implications.