

# Players Personal Liability FAQ

## For Clubs

## Introduction

Golf Australia maintains a Player's Personal Liability Insurance Policy for all members of affiliated golf clubs, facilities, and venues.

Broadly this policy covers the legal liability of your members to pay compensation for personal injury or property damage which occurs while playing or practicing golf or attending a golf event or venue as a player, guest, or spectator.

## Frequently Asked Questions - General

- **What happened in the Magnetic Island case ?**

The Players Liability Policy was implemented in 2009 by Golf Australia to respond to the type of claim following the incident at a Charity Golf event at Magnetic Island in 1994.

A golfer hit a ball which struck a player in the fairway ahead of them. The player who hit the ball could not see the group in front. They were found to be negligent in this situation as it was determined they should have ensured that the fairway was clear, rather than assuming it was.

They were sued and the plaintiff was awarded \$2.6M. A news article can be found here;  
<https://www.smh.com.au/national/court-upholds-2-6m-payout-to-golfer-20040430-gdiu7z.html>

- **What does the policy cover?**

The policy covers the legal liability that a playing member of an affiliated club may incur while playing or practicing golf. This cover extends to all affiliated members while they are playing or practicing golf anywhere in Australia and New Zealand.

The Policy provides coverage for \$20m of public liability for any one incident.

This includes accidental injury or damage an individual may cause to someone else or their property for which the golfer were found to have caused through negligence, subject to the General Exclusions of the Policy, some of which are outlined below.

Specific Exclusions were implemented from 1 March 2025 which excludes any claim in connection with third party property damage to Golf Carts and Personal Electronic Devices. Typically, this is where a member collides into another golf cart and would not be covered. However, should a member collide into a person causing injury or other property (eg. Car) then this would be covered.

- **What is not covered by this policy?**

While this is not exhaustive, this policy does not cover:

- Any property damage or personal injury caused by non-member (ie. Green fee player)
- A member's own equipment for damage or loss

- A member's own personal injuries that they sustained on a golf course
- Any damage that you cause to a cart that you own/hire/borrow
- Actions that deliberately cause damage or injury

Please refer to the [Policy Wording](#) for full details.

- **Is there an Excess on the policy for claims ?**

Personal Injury Claims – Typically, this is where a member hits a golf ball that causes injury to another person. For these claims, **no excess** applies.

Property Damage Claims – Typically, this is where a member hits a golf ball that causes damage to a neighbouring property or motor vehicle. For these claims, a **\$1,000 excess applies**.

For the avoidance of doubt, a \$1,000 excess applies to all property damage claims, and will be handled in the following manner by Sportscover;

- **Under Excess** claims will not be assessed and reverted back to the Club & Insured Member to settle directly with the 3rd party.
- **Over Excess** claims will be assessed and Sportscover will settle the amount over \$1,000 directly to the 3rd party without requiring upfront payment of the Excess by the Member to assess the claim. If the 3<sup>rd</sup> party requires settlement of the full demand, the Club or Member will be responsible for the Excess amount directly to the 3rd party. It is up to the discretion of each individual club, if they wish to enter into an arrangement with the Member to meet part or all of this financial obligation.

Club members are under no obligation to engage this insurance policy in the event of an incident.

- **Are non-members or green fee players covered under this policy ?**

This Policy is only in place to provide liability coverage for all members of affiliated golf clubs, and does not provide insurance coverage for non-members in the event that they cause property damage or personal injury to a third party while playing or practicing golf.

Golf Australia has worked with Marsh to develop an insurance product for players that are not members of your club that mirrors the coverage provided to members. The product can be accessed from the [Marsh website](#).

## Frequently Asked Questions – Clubs

- **What is your duty of care as a Club administrator?**

As a golf club, you have a duty to act with the same level of care as any reasonable and prudent golf club would when managing potential risks or incidents. This may include (but is not limited to);

- **Implement Comprehensive Risk Management Policies and Processes** : Ensure that your club has robust risk management policies and procedures in place. The Golf Australia (GA) website offers a range of resources, including best practices and templates tailored specifically for golf clubs, to help you develop and maintain these policies.
- **Review Incidents and Near Misses Regularly** : Regularly reviewing incidents and near misses, analysing their causes, and implementing preventative measures are essential steps in maintaining a safe environment. GA provides resources, such as incident reporting templates and analysis guidelines, to support you in this process.
- **Remind Golfers of Their Obligations** : It's important to periodically remind your golfers of their responsibilities to act safely and appropriately on the course. GA offers communication materials and guidance on how to effectively educate and inform your members about their duties.
- **Regular maintenance** : Ensure that fences and any other protective barriers and signage is regularly reviewed and properly maintained.

As directors and officers of a golf club, you also have specific duties and legal responsibilities to ensure the club complies with relevant laws and regulations. You are accountable for overseeing the club's risk management practices and ensuring that all policies are effectively implemented. The Golf Australia website includes resources to help you understand these obligations and adopt best practices in fulfilling your role. [Clubs & Facilities Support Portal | Golf Australia](#)

- **Our club currently has some boundary issues which are currently managed under this policy. What will happen with these?**

Claims lodged by members will be reviewed in detail and investigated if required. The insurer will indemnify the member as is the intent of the policy. If the insurer determines that that member was not negligent in their actions and therefore not liable, then the insurer may choose to defend the claim rather than settle the claim.

The club may need to review their boundary issues, consult with property owners, and implement measures to prevent further claims.

Golf Australia will be in direct contact with any clubs that are identified as a high-risk club based on the claim frequency on this policy to discuss potential risk management strategies.

- **Our club relies on this policy for protection from neighbouring property owners, why is Golf Australia making these changes?**

The objective of this policy is to protect members from liability claims such as the Magnetic Island case. Over the last few years, the policy has been accessed in a manner inconsistent with this intent and has now reached a point where it is not viable to continue in the same manner.

Multiple layers of insurance are in place for instances of property damage including household and club insurance. This policy will operate in the instance of player negligence. To the extent the incident is caused by another factor, one of the alternative layers of insurance maybe more appropriate. Clubs should seek their own legal advice based on their specific situation. There are multiple examples of nuisance claims against clubs and in all cases the golf club has been required to take action to prevent balls entering neighbouring properties and causing nuisance.

The changes have been necessary to maintain the original objective of the policy.

- **Will golfers be able to claim on this policy for the damage they might cause to a hired cart?**

No. The club should ensure they have adequate insurance on their assets, and have cart hire agreements with golfers that allow them to recover costs from the golfer. A template can be found [HERE](#).

- **Should we make changes to our incident reporting processes?**

Each club should review their current communication and notices to Members and on-course signage to ensure that all incidents which may have caused third party damage to either property or injury to another person are encouraged to be reported immediately to a Club representative.

- **Who is responsible to pay the \$1,000 Excess that is now applicable on property damage claims ?**

Given the Policy provides liability protection to the Member who caused the third party property damage, your Member is responsible for the excess amount.

To increase the efficiency in claims management and reduce the need for a Member to pay an excess upfront directly to the Insurer, Sportscover will now settle any property damage claim on a net settlement approach, with the amount over the \$1,000 excess level paid directly to the third party.

All clubs will be informed of this correspondence to the third party, as the third party may approach the club for payment of the \$1,000 excess amount.

It is up to the discretion of each individual club, if they wish to enter into an arrangement with the Member to meet part or all of this financial obligation.

- **I have more questions, who can I contact?**

Contact the Golf Australia Club and Facility support team via [clubsupport@golf.org.au](mailto:clubsupport@golf.org.au)

## Disclaimer

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