

Players Personal Liability FAQ

For Clubs & Facilities



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 all affiliated members to pay compensation for personal injury or property damage to a third party which occurs while playing or practicing golf or attending a golf event or venue as a player, guest, or spectator.

Frequently Asked Questions

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 is changing from March 1, 2025 ?

There are now some specific exclusions which have been added for any claim, loss, damage, liability or costs and expenses incurred directly or indirectly in connection with third party property damage to:

- Golf Carts; or
- Personal electronic devices include phone, iPad, watch, rangefinder or anything similar.

Further, there will now be some limited circumstances where a \$1,000 excess will be payable by the individual member should a claim be made for property damage where the golfer is found to have acted in a negligent manner.

Before the excess is payable on all property damage claims, the insurer will conduct a thorough investigation to determine if the member is likely to incur any legal liability through negligence.

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.

Clubs with repeated instances of property damage claims may need to review their boundary issues, consult with property owners, and implement measures to prevent further claims. Club members are under no obligation to engage this insurance policy in the event of an incident.

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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 or New Zealand.

The Policy provides coverage for up to \$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 was found to have caused through negligence, subject to the General Exclusions of the Policy, some of which are outlined below.

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 of a club.
- A member's own equipment for damage or loss
- A member's own personal injuries 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 and are determined to be wilful conduct.

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

Are non-member 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-member players 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, our Insurance broker, to develop an insurance product for players that are not members of a club that mirrors the coverage provided to members.

The product can be accessed from the [Marsh website](#).

How do I submit a claim under this Policy?

If an incident has occurred whilst you are playing or practicing golf, you should always report the details directly to your Club to ensure that you will have access to the liability protection of the Policy in the event that you are found to be negligent.

Your Club administrator will assist with the submission of the claim, involving collecting details from both parties to assist the Insurer determine the outcome of the claim.

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What is the Duty of Care of each Golfer at your club or facility ?

When playing or practicing at a golf facility, every individual has a responsibility to ensure they act in a way towards other individuals that does not put others in harm through their own actions. Examples of health & safety protocols that you must follow to avoid willful conduct are:

- Ensuring greens, fairways and other target areas are clear before playing;
- Calling "fore" as loud as you can when an errant shot is heading in the direction of others, or where others could be;
- Taking note of weather conditions and allowing for the impact they may have on your shots;
- Ensure you adhere to all Local Rules including following instructional signage around the course;
- Taking care when driving golf carts, particularly in high-traffic areas, carparks, and uneven terrain; and
- Ensuring they are not intoxicated or under the influence of drugs while playing or driving golf carts.

What is your duty of care as a Club administrator or Director ?

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.
- **Understand your duties under Occupational Health and Safety regulations:** All directors have an ongoing duty to exercise care and diligence to ensure the health and safety of workers in your workplace, which includes providing a safe work environment and safe work systems for your employees and guests.
- **Remind Golfers of Their Obligations:** It is your responsibility 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 to oversee 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](#)

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

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 where it is found to be caused by player negligence. To the extent the incident is caused by another factor or party (eg. Clubs with known boundary issues and failure to implement appropriate risk mitigation), one of the alternative layers of insurance may be more appropriate. The changes have been necessary to maintain the original objective of the policy.

The club has been here for a hundred years. The neighbours knew they were moving next to a golf course and surely expected some balls to come over the fence. Is this a sound legal defence?

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.

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.

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Who is responsible to pay the \$1,000 Excess that may be applicable on property damage claims ?

Given the Policy provides liability protection to the affiliated member who caused the third-party property damage, the affiliated Member is responsible for the payment of the excess when requested by the Insurer. (NB: This is applicable to a member of any affiliated golf club in Australia)

For damages over \$1,000, the member will be Liable to pay the \$1,000 excess to the Insurer who will then resolve the outstanding matter with the Third Party. The indemnified member will still be responsible for payment of any third-party property claims that fall under the excess of \$1,000 as damages under this amount would not be eligible for reimbursement by the Insurer.

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 Clubs and Facility support team at Golf Australia via clubsupport@golf.org.au

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