

THE SOUTH AFRICAN MODEL AIRCRAFT ASSOCIATION



Operations Manual

POLICY ON LODGING AND PROCESSING AN INSURANCE CLAIM

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This document forms part of the SAMAA Manual of Procedures. It is to be used by SAMAA Members and Registered Clubs in all activities associated with the flying of model aircraft in the RSA.

**POLICY ON LODGING AND
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1. Introduction

The Insurance we as SAMAA Members enjoy is a “Third Party Liability Policy”. This policy is primarily to cover all paid up members of SAMAA against claims that may arise from personal liability for Injury or Damage to third parties and their property, while operating a model aircraft, at a SAMAA registered field..

The policy also provides, the very difficult to obtain, but essential, member to member cover. The policy has an extension clause which further allows the member the option to claim for :

- Statutory Defence Cost
- Wrongful Arrest
- Defamation

Provided the claims for these extensions are associated with the third party liability claim.

The policy has been taken out in the name of SAMAA and all paid up members of the Association, through a Johannesburg Brokerage Firm, the Insurer is Santam Ltd and the underwriter Stalker Hutchinson and Associates.

The following schedule sets out the limit of liability and the excess/deductible applicable to this policy:

Section	Limit of liability		Excess/Deductible
	Per Claim	Per policy period	
Public Liability	R 15 000 00.00	Each and every claim	1% of claim (minimum R5000.00) ----- Member to member:1% of claim (minimum R 10 000.00)
Statutory Defence Cost	R 100 000.00	R 100 000.00	(R 2 500.00 Minimum), or 1% of claim
Wrongful Arrest	R 100 000.00	R 100 000.00	(R 2 500.00 Minimum),or 1% of claim
Defamation	R 100 000.00	R 100 000.00	(R 2 500.00 Minimum) or 1% of claim

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The policy is a standard policy, which has been modified to cover our model aircraft flying activities, and as such contains only the general exclusions as follows;

- Loss and damage resulting from war or terrorism
- Proven negligent behaviour

The SAMAA Management in offering this policy to the members, has considered the dangers associated with model aircraft flying, and the safety and risk to pilots and public present and has added additional exclusions ,and restrictions which have been imposed on our model flying, by the Law, the CAA (Civil Aviation Authority), the FAI (the International Aviation Body) and lastly the SAMAA.

The Insurance policy offered, is based on SAMAA Operating Procedures, so as to manage the risks associated with model aircraft operation, and in so doing, will be significantly reduced the number of claims, but will ensure that we the members will have Insurance cover should an accident occur at the flying field.

Below are some examples of the everyday model “accidents”, which, should be covered, by this policy, do remember the final decision, and payout, lies with the Insurer, after the claim has been submitted and all facts are known.

- Accidents to third parties, including members, as a result of model aircraft use, at any SAMAA Registered fields and sites is covered. (provided The pilot is operating in accordance with the SAMAA operations Manual)
- A Pupil Pilots, who is a SAMAA Member, but who has not obtained his solo status, flying at a SAMAA Registered field, will be insured if he is under the instructions of an experienced R/C pilot. The Pupil Pilot, (ie. the owner of the model and equipment), will be the Insured under the policy. Under **no** circumstances may a Pupil pilot fly his model aircraft at a SAMAA registered field in an Event, Fly in, Airshow or Display when spectators are present.
- All operations of model aircraft in events, displays and airshows, which take place on a SAMAA Registered field will be covered, provided that the Organiser has previously submitted a written application to SAMAA containing all relevant information, such as event location, flying area, safety personnel and precautions in place etc. and has included all special exemptions required on the appropriate application form and received the SAMAA Permit approving such event, and during the event has complied with any conditions contained their and in the SAMAA approval Permit.
- For radio controlled aircraft flying in South Africa, only SAMAA approved frequencies ,and ICASA “type approved” transmitters and frequencies are covered.

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- Reckless, negligent and dangerous flying will not be covered
- Flying model aircraft while under the influence of alcohol or judgement impairing drugs, will not be covered
- All pilots/Members when flying, are required to comply with the SAMAA Operations Manual which is CAA approved Document is a requirement..
- Damage to model aircraft as a result of a mid-air collision is not covered,
- A crash due to switching on of a second, same frequency transmitter is not covered, but the policy does extend to cover any third party damage caused by the aircraft that crashed, as a result of the frequency interference.
- Only model aircraft which conform to the CAA`s definition and characteristics of a model Aircraft as set out in the CAT`s and SAMAA Operations Manual, will be flown at SAMAA Registered Fields.
- Model aircraft, belonging to Members are not covered, either in transit or when flying at the Registered Club or field..
- **Any accident involving a full size or manned aircraft is not covered (Please note that full-sized or manned aircraft have the right of way, under all circumstances, so see how fast you can get out of the way unless you want to be personally liable for hundreds of thousands or even millions of Rands for damages..)**
- Intentionally flying over buildings, restricted areas, spectators or members of the public is illegal and may invalidate a claim.
- The policy covers the SIG Team members competing overseas, provided that the event is approved by that countries National Aero Club.
- South Africans modellers on holiday overseas, are covered when flying, provided that they comply with that countries Model Aviation Regulations.
- All Members and visitors, including overseas visitors, who wish to fly must have SAMAA Membership.
- Overseas visitors/ including those participants in championships or competitions in the RSA, must pay an administration and insurance fee, of say R100,00 to join SAMAA and become Members for the period (not exceeding 3 months) they will be issued with temporary membership cards and will be covered by SAMAA insurance.

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- The flying of fixed wing Models in excess of 25 Kgs, or helicopters in excess of 6,5 Kgs is illegal, and is not covered by the policy.
- Insurance cover is provided at SAMAA Airshows provided that;
 - (i) It is held at a SAMAA Registered field, and only Model Aircraft are participating, cover is conditional on a SAMAA Permit having been obtained.
 - (ii) At a Full size aerodrome, provided only Model Aircraft are flown well away from grounded aircraft, hangers or aerodrome equipment Subject to a SAMAA Permit having been obtained.
 - (iii) At a minor full size Aerodrome even if still in use, provided all applicable permissions ,and controls have been followed, and are in place and a SAMAA Permit obtained.
 - (iv) Where full size aircraft have been invited to do a fly past, and all required permissions and authorisations have been obtained, and are observed, this is a high risk event and the required permits for both the full size aircraft as well as models must be obtained from SAMAA.

2. REPORTING AN ACCIDENT WITH THE INTENTION OF REGISTERING A CLAIM ON THE SAMAA POLICY

In the case of an accident or injury caused by Model aircraft operation, the member responsible is obliged to report the accident and comply with the following guidelines: -

- (a) Do not admit liability.
- (b) Minimize the extend of any loss and act as if you were uninsured.
- (c) Keep damaged property and or salvage
- (d) Advise the other party that you are covered by SAMAA insurance.
- (e) Take down all relevant details, names and contact details of injured persons or persons who suffered damage to their property, nature of injuries or damage, nature of accident or incident, time and place of accident.
- (f) Also take down other relevant details; name of club, name and full contact details of member(s) / pilot(s) involved, type of model aircraft and full description of the accident or incident, names and contact details of all witnesses, and other relevant information or details you can obtain.

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- (g) Report the incident to the nearest police station and note the name of the police station and officer attending (within 24 hours) and obtain a case number from the police station and record it on the claim form
- (h) Notify the club duty officer or his delegate as well as your club chairperson or secretary immediately.
- (i) Notify the SAMAA Chairperson or General Manager **immediately** of the accident or incident and follow up with a full written report.
- (j) Submit all information obtained to the SAMAA within 72 hours and the matter will be submitted to the Insurance Company and the Aero club and C.A.A. will be informed of the incident / accident.
- (k) An Investigator will be appointed by the Insurance Company and procedure will be followed, so that the claim/incident can be finalised
- (l) The SAMAA General Manager will ensure that all required information is made available to the Investigator and will thereafter monitor the progress of the claim of the incident / accident

3. HANDLING OF THE CLAIM

The three steps in the claim procedure are as follows: -

- (i) **SAMAA will**
 - a) The SAMAA will advise the SA Aero Club, the Civil Aviation Authority and the Insurers of the incident /accident
 - b) An “investigator in charge” may be appointed by the SAMAA or the insurance company.
- (ii) **The Member will:**
 - (a) Obtain a claim form from the SAMAA
 - (b) Complete the claim form and attach to it substantiating documents (i.e. Reports, invoices, valuations, and – wherever possible – witness statements)

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- (c) Submit the form, together with all the documentation to the SAMAA for forwarding to the Insurance company (the latest SAMAA address and phone number can be found in the latest SAMAA newsletter)
- (d) The member claiming is fully responsible and must ensure that all documentation is handed or received by the SAMAA within 48 hours of the accident
- (iii) **SAMAA will**
 - (a) The SAMAA will correlate, check and, if complete submit all the documentation to the insurance company for processing.
 - (b) The SAMAA will follow-up, and monitor the progress of the claim.

Members should note that this is a Third Party Insurance Claim Policy and that you, the member, must have cash or credit facilities available at all times to pay for medical or other costs incurred at the time of the accident.

Remember this policy is all about Risk Management and Safety, use judgement, think before doing something which is obviously wrong, or unsafe, under the circumstances.

KFN