

South African Model Aircraft Association

*Presenting – Insurance
info*

27 July 2022



ARO #10

- Objective
 - Information Sessions to unpack our insurance policies.
 - Transfer of knowledge.
 - Align SAMAA Clubs.
 - Avoid mis-information.
 - Avoid Frustration.
- Achieve via
 - Open information sessions.
 - Healthy Q & A
 - Constructive statements
- To Avoid
 - Disrespectful conduct, in any way.



- House rules.
 - Avoid debating matters.
 - Avoid digressing from the point or topic in discussion.
 - Avoid provocative statements.
 - Respect each others time in any Q & A.
 - Session aim is to gain info, also allow the hosts time to confirm matters should the answer not be readily available.
 - Not to exceed 1 hour in total time.
 - No personal attacks, period.



1. Welcome to
 1. SMC
 2. Office staff [spending additional time]
 3. Our valued Club chairpersons, safety officers &
 4. All Members standing in on behalf of clubs.
2. Wednesday 27th July 2022 @ 6pm
3. Previous notes
 1. Thank you to Bob & Linda distribution of previous notes.
 2. Arranging this session
 3. Thanks to the Chairpersons who submitted their questions ahead of time.
4. Today's Topic
 - Previous question & clarity
 - Letter of Authorization – Safety officer.
 - Club Entry sign.
 - SAMAA Insurance Policy Q & A.



Letter of Authorization – Safety officer, [suggestive change]

- a. **Represent club members** on all aspects related to safe flying and conditions.
- b. **Ensure club members** understand “assumption of responsibilities” upon arrival at the club.
- c. **Direct any member to stop**, with reasonable justification, whenever circumstances appear to pose a danger to the safety of members and or 3rd party.
- d. **Identify potential safety hazards** at the club.
- e. **Make representations or recommendations** to the club committee regarding safety matters affecting the safety of club members and or 3rd party.
- f. **Participate in consultations and or inspections** regarding safety with the inspector
- g. **Investigate** any serious safety contraventions.
- h. **Participate in any internal safety audit.**
- i. **Investigate complaints** from club members **regarding** the **safety** at the club.
- j. **Review** the **effectiveness of** safety measures

Sample

Club name



NOTICE OF INDEMNITY

Visitors to our facility are very welcome, and the club officers and members will endeavour to help with information wherever possible. Please note that the activity of model aircraft flying could be potentially dangerous, and you enter these premises at your own risk. Although all reasonable precautions and safety measures are taken at our club, the club management, club members, owners of the property, and agents cannot be held liable for damage or loss of property, or injuries, or death to persons.

- Define 3rd Party per Insurance language –
 - Who is the third party? The third party, in an insurance claim, is **the person who has suffered a loss because of your actions and who lodges a claim against you**; the first party is you, the person insured, and the second party is your insurance company, which is responsible for settling the claim.
- Define member to member insurance
 - Member to member liability insurance is **an extension available on a liability insurance policy that enables the members of a club or association to be treated as if they were a third party.**
- Airside insurance
 - **Airside** means the part of a small airport [non-commercial] directly involved in the arrival and departure of aircraft, including runways, taxiways, aprons, and ramps, the area beyond security check.



1. When can we Enjoy insurance cover?
 - a. If you fly @ a SAMAA affiliated Club [Beware of imitations]
 - i. Registered and acknowledged by SAMAA.
 1. Compliance important.
 - b. If you are a SAMAA member [Status current].
 - i. Limit to relevant proficiency.
 - c. Within SAMAA Polices.
 - i. Maintain compliance.



1. Highlighted Scenarios – [Subject to SAMAA affiliated Club]

a. SAMAA member flying - Damage or injury to Spectator – **Covered**

b. SAMAA member flying - Damage to Parked car – **Covered**

c. SAMAA member flying - Damage to Airside – **Covered**

d. SAMAA member Flying – Damage or injury to Co-member [SAMAA Member] flying – **Covered.**

e. SAMAA member Flying – Damage to Club house / assets – **Covered.**



1. Scenarios – Subject to SAMAA affiliated Club continue

- a. SAMAA member Flying – Damage or injury to [any other then] 3rd party flying – **No coverage, Committee to assume responsibility.**
- b. Other affiliated member Flying - **Damage or injury to Spectator – No coverage, Committee to assume responsibility.**
- c. Other affiliated member Flying - **Damage to Parked car - No coverage, Committee to assume responsibility.**
- d. Other affiliated member Flying - **Damage to Runway - No coverage, Committee to assume responsibility.**
- e. Other affiliated member Flying - Damage or injury to 3rd party flying - - **No coverage, Committee to assume responsibility.**
- f. Other affiliated member Flying– Damage to Club house / assets – **No coverage, Committee to assume responsibility.**



1. If a SAMAA member flies into a RCASA member and there is no cover, what's going to be the chance if I, a SAMAA member, fly into someone from the public stuck at my club and do have coverage???

1. Answer: Public at the club qualifies as a "Bona Fida 3rd party", thereby will enjoy cover within our policy which covers you as the 1st party.

2. If I fly into a child and cause irreparable brain damage or even that child's death, who will then pay???

1. Answer: Subject to Affiliation & membership status – Cover will be available to you as the 1st party.

3. With regard to your SAMAA insurance overview, you have noted that all clubs will have cover, but only if there is not dual oversight. Where is this stated in the insurance policy?

1. Answer: The policy clearly states compliant SAMAA affiliated clubs enjoy cover, the liability policy can only back you under controlled conditions as is managed via our MOP, Risk assessment and relevant policies. 3rd Party interventions, under their policies can not be seen as under controlled conditions.



1. Again, with regard to your SAMAA insurance overview, I would like a bit more clarity on the “member-to-member” and “third party” cover. You categorically state that there is no cover to a RCASA member, but I would like to know when and why would a “third party” become a “RCASA member”? (If someone visiting our club were indeed a RCASA member and was involved in accident where he or his vehicle were damaged by an accident caused by one of our (SAMAA) members.)

1. Answer: When – 1) Intents to participate in activities 2) Dual oversight was allowed.

2. I would like some clarity on the lack of insurance on a “mid-air collision”. I fully understand that the aircraft involved are not covered in terms of financial loss, but my main concern is collateral damage that may occur as a result of the mid-air collision. Therefore my question to you is, if any of the parts of the aircraft involved in a mid-air collision were to land on and cause damage to club infrastructure / members or third party vehicles / members, visitors or farm workers in person... would the pilots or club be covered against damages or medical bills as a result of the above?

1. Answer: Subject to Club and members in good standing, all of the above will be covered.

1. As Mike Lloyd alluded to last night, your slide depicting the distances parked vehicles and spectators may be to the pit area / runway are vague and confusing. The slide shows that spectators must be 50m from the flight area, which is understandable, but this appears to exclude the runway. However, the slide also states “Parked vehicles and spectators may not be closer than 20m from the **pit area**”. I am not aware of any club in the Western Cape, nor those that I have flown at in other parts of the country, where the car park does not border directly or very closely onto the pit area. Can you please clarify the validity of the statement “Parked vehicles and spectators may not be closer than 20m from the pit area”?

2. Answer: SAMAA have approached our Insurance company and have gained the following clarification.

1. Clear differentiation between Pit area and Starting area.

1. Pit area, viewed as a Low risk area where setup and storage of planes takes place. Does not fall within the category of 20 meters.

2. Starting area, viewed as a High risk area where starting of all types takes place with relevant consequences. Segregation is very important, in this case at least 20meters.

1. On the issue of wind limitations, I would like to officially make representation to have the necessity for a limit DROPPED ENTIRELY FROM THE POLICY. I see no reason why it should be included, as nobody who does not feel confident to fly their pride and joy in strong winds will do so, and in many, if not most scenarios when this occurs, there will be little to no other pilots or spectators at the field in such conditions further mitigating risk. Slope soaring on the other hand requires stronger winds to be effective, which the current policy does not take into account.
 1. Answer: On our approach towards our insurance company the following information was shared.
 1. Two Scenarios under review.
 1. Clubs.
 1. Limit will be lifted to 42 Km/H
 2. Slope soaring.
 1. Will be revised and approved on a “Risk Based” scenario.

1. Excess – R35000 does this mean that even with insurance cover, a pilot is still liable for the first R35000 of any claim?
 1. Answer - Yes

2. Installations – 350m from a highway or public road. Most fields we have flown at are flanked by a road nearer than this distance. Does this mean no coverage at the field in question?
 1. Answer: No field name was mentioned however this is being dealt with in the Risk assessment phase, one of the reasons we rank the priority of risk assessments so high.

3. RCASA / SAMAA non oversight / non coverage – please can this be explained in more detail. If I think about car insurance, not everyone driving on the road is insured or insured by the same insurer and yet we can still get insurance. Why is this different? I understand that member to member means SAMAA member to member, but I don't understand why there can't be any insurance for SAMAA members at a club where other ARO's pilots fly. There was an example given last week about a member of the public being 'covered' but not a RCASA pilot?
 - a. Answer: Different field with different risks with way different Economy of scale, ours are tailer mode and fixed to our needs.

1. Would it be possible for the brokers to provide examples of valid and invalid claims? It may make matters easier to understand.
2. The excess payable is that SAMAA or are the members involved in the incident liable?
 1. Answer: The 1st party will be liable for the excess payable, with other words the member that have caused the accident. SAMAA are reviewing an option where certain assistance can be given.
3. Were any claims instituted to date and result of claim?
 4. 1. Answer: Yes, damages to buildings .
5. How will it be determined if a claim can be instituted and the process to submit claim?
 1. Answer: Immediate report to our office whereby the relevant assistance will be provided.
6. Does the club need to have an umbrella policy in place?
 1. Answer: Solely dependable on the Clubs' committee. Some clubs require this for theft etc,
7. If a member is not flying his own plane (maiden flight) does the insurance exclude him or not?
 1. Answer: No they do not, just fly planes within you proficiency achieved.

1. Is the excess a flat rate or is it calculated as a percentage of the loss or damage?
 1. Answer: Fixed rate.

2. Are there any penalties if claiming in the first 6 months or year?
 1. Answer: No.

3. What will the turnaround time for claims be?
 1. Answer: This really depends on the complexity of the accident; however they normally appoint a team immediately to commence with the assessment.

4. Is the insurance comprehensive insurance?
 1. Answer: No - Specific insurance tailored for our needs.

5. Are the buildings at the field covered and what are the exclusions (Club house)?
 1. Answer: Buildings are included in the insurance.



Thank you