

THE SOUTH AFRICAN MODEL AIRCRAFT ASSOCIATION



Operations Manual

**POLICY ON LODGING AND PROCESSING AN INSURANCE
CLAIM**

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PR 14

To Management Committee
for Approval

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THE SOUTH AFRICAN MODEL AIRCRAFT ASSOCIATION

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Table of Contents

1. Introduction
2. Reporting a claim
3. Handling a claim
4. Accident Report Forms

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.

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.

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
- Wrongly Arrest
- Defamation

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

The policy has been taken out through a local Johannesburg Brokerage Firm and is underwritten by Lloyds of London.

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

Section	Limit of liability		Excess/Deductible
	Per Claim	Per policy permit	
Public Liability	R 10 000 000.00	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, but 1% minimum
Wrongful Arrest	R 100 000.00	R 100 000.00	R 2 500.00 Minimum, but 1% minimum
Defamation	R 100 000.00	R 100 000.00	R 2 500.00 Minimum, but 1% minimum

The only exclusions to the Insurance Policy are:

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

There are additional exclusions which SAMAA has imposed, these exclusions have been incorporated into the SAMAA Safety Code and are as follows:

- All operation of model aircraft at a SAMAA registered field (Except as elsewhere noted) are covered
- All operations of model aircraft in special events, displays, demonstrations and the like which do not take place on a SAMAA registered field will be covered provided that the organiser has previously submitted a written request to SAMAA giving all relevant information and details such as event, location, flying area, safety precautions etc. and has complied with all the special requirements (if any) listed on the permission form and received SAMAA approval.
- Special requirements are necessary when holding a model aircraft air show from a full sized aerodrome/airfield
- Members’ model aircraft are not covered
- Any accident involving a full size or manned aircraft is not covered , full-sized or manned aircraft have over riding right of way.
- For radio controlled aircraft flying, SAMAA approved frequencies only may be used. The policy does not cover non authorized frequencies.
- Reckless and dangerous flying may not be covered
- Flying model aircraft while under the influence of alcohol or judgement impairing drugs, will not be covered.
- Operating an Model Aircraft which do not comply with the Manual of Procedures will invalidate the insurance cover
- Intentionally flying over an active public thoroughfare, roads, over spectators or members of the public will invalidate a claim.

2. REPORTING AN ACCIDENT WITH THE INTENTION OF 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) Minimise the extent 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, like 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 or incident.
- (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 witnesses, and other relevant you can obtain.
- (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 forthwith 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)
 - (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 as soon as possible.

SAMAA

PR 14

**POLICY ON LODGING AND
PROCESSING AN INSURANCE
CLAIM**

(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.

SAMAA

PR 14

**POLICY ON LODGING AND
PROCESSING AN INSURANCE
CLAIM**

