

MODEL AERONAUTICAL ASSOCIATION OF AUSTRALIA



INSURANCE CONDITIONS

MOP057

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Amendments made to MOP057

Shading of **text** identifies changes to the previous version

Paragraph	Brief description of change	Change incorporated by
2 Definitions	Definition of Sanctioned Activity and CASA Compliance Functions inserted, copied from 2014/15 CASA Deed of Agreement	MAAA Secretary July 2014
3.5 Conditions	Heading changed to MAAA POLICY ON NON AFFILIATE MEMBERS	
3.5 Conditions	2014 Council Policy inserted to replace previous wording	
4	Insurance Flow Charts inserted	
2.0 Definitions	Update UAV definition	MAAA Secretary May 2015
3.5 (d)	Amended to reflect changes in MOP042 Visitor Policy	
4.0 Insurance Flow Charts	Flow chart (1) amended to reflect changes in MOP042 Visitor Policy	
3.7	Insurance Excess amended following the 2016 Council Conference policy	MAAA Secretary May 2016
3.7 Insurance Excess	Insurance Excess amended following the 2023 Council Conference	MAAA Secretary June 2023
2 Definitions	Definition of Sanctioned Activity & inclusion of Sanctioned Event definition following Council meeting.	MAAA Secretary June 2023
3 Conditions	Update 3.1, 3.5, 3.5 e (i) & (ii) and addition of 3.5 f following Council meeting.	MAAA Secretary June 2023
3.6 Sanctioned Events	Addition of 3.6	MAAA Secretary June 2023

This Policy and/or Procedure, forms part of the MAAA Manual of Procedures. This entire document is for the use of all classes of members of the MAAA in the conduct of activities associated with the MAAA and is not to be used for any other purpose, in whole or in part, without the written approval of the MAAA Executive.

INSURANCE CONDITIONS

1. Introduction

The current MAAA Insurance Policies provide coverage to all classes of MAAA members. As the policies are in the MAAA name it can and does impose conditions for the policies to apply. This document identifies the conditions the MAAA chooses to impose on all classes of its Members for its policies to apply.

2. Definitions

Affiliate Member..... A person properly affiliated with a Club that is properly affiliated to an MAAA Ordinary Member.

CASA Compliance Functions All affiliated members and affiliated clubs of the Association operate their model aircraft in accordance with the applicable Civil Aviation Regulations, Civil Aviation Safety Regulations, Civil Aviation Orders, the MAAA Manual of Procedures and other manuals and directives of the MAAA.

Club A Club properly affiliated with an MAAA Ordinary Member.

Club Member See Affiliate Member.

FPV First Person View

First Person View A system whereby a radio control model aircraft is piloted, not through direct line of sight, but by using a live video downlink from an on-board camera allowing the pilot to experience a 'cockpit view' and to control the aircraft from the visual perspective of an on-board camera.

Insurance Excess This is an amount payable for each and every third party bodily injury and or property damage claim. The defending party is responsible for the excess but this may be partially subsidised by the MAAA.

MAAA Model Aeronautical Association of Australia Inc.

MAAA Ordinary Member A State Association properly affiliated with MAAA Inc.

MoPThe MAAA Manual of Procedures.

Ordinary Member See MAAA Ordinary Member

Prospective Member A person who is not an MAAA Affiliate Member but has submitted an application to a Club for Membership and is awaiting the decision of the Club to accept/reject their application.

SGMA Self Guided Model Aircraft

Sanctioned Activity..... Any aeromodelling or related activity in accordance with Civil Aviation Safety Regulations Part 101, MAAA Manual of Procedures and any relevant CASA Directives issued from time to time including but not limited to participation in Sanctioned Events.

Sanctioned Event Has the meaning given in clause 3.6 of this MoP.

Self Guided Model

Aircraft A model aircraft that has the capability of flying without the direct inputs of a human pilot including both general flight and the capability to Return to Home as a specific implementation.

UAV See Unmanned Aerial Vehicle

Unmanned Aerial Vehicle Any aircraft/machine under150KGs that is flown for other than sport and recreation.

Visitor A person who is not an Affiliate Member of the MAAA

3. Conditions:

3.1 General

Club and Affiliate Members flying practices and procedures shall conform to the "Official MAAA Model Aircraft Safety Code" - MOP056 in the MAAA Manual of Procedures. This includes abiding by CASR 1998 Part 101, MAAA Manual of Procedures and any relevant CASA Directives issued from time to time.

3.2 Prospective Member

See MOP042 – Policy for Visitor Insurance at Flying Fields in the MAAA MOP.

3.3 Visitor

See MOP042 – Policy for Visitor Insurance at Flying Fields in the MAAA MOP.

3.4 Model Aircraft

MAAA insurance policies, including the member to member insurance cover, excludes any damage to model aircraft whether owned by the pilot or a third party irrespective of the cause.

3.5 MAAA Policy on Non Affiliate Members

Entitlement to insurance cover provided by the MAAA is as follows:

- a) The MAAA does not endorse more than one insurance policy covering the same MAAA Sanctioned Activity, be it at a club field or other location.
- b) All clubs that affiliate with the MAAA must ensure that all flying members of the club are affiliate members of the MAAA.
- c) Clubs who consider having a mixture of MAAA members, and members of another like association who are not also members of the MAAA, will not be affiliated.

- d) Visitors, Prospective Member, Visitors from overseas, MAAA Honorary Members and Education Visitors flying at MAAA affiliate club sites or Sanctioned Activities must do so in accordance with the MAAA Visitors Policy. (See MOP042)
- e) MAAA Affiliate Members:
 - (i) flying at non MAAA affiliate club sites where those club are not affiliated with the MAAA or the club is covered by another Association's insurance; or
 - (ii) participating in activities where the organizers of those activities are not affiliated with the MAAA or covered by another Association's insurance must understand that they are not covered by the MAAA Insurance for this activity. Therefore any insurance claim incurred, must be made against the relevant Association's insurance.
- f) MAAA Insurance will extend to all Affiliate Members participating at Sanctioned Events and the organizers of the Sanctioned Event.
- g) All persons flying at MAAA affiliated club fields or MAAA Sanctioned Events must fly in accordance with MAAA MOPs.

3.6 Sanctioned Events

'Sanctioned Event' means any aeromodelling or related activity conducted in accordance with the MAAA Manual of Procedures and other manuals and directives of the MAAA, Civil Aviation Safety Regulations Part 101 and any relevant CASA Safety Directions (as issued from time to time) provided that:

- a) The event is conducted or organized by an MAAA affiliated entity including but not limited to the MAAA, Ordinary Member, MAAA Club, Special Interest Group (registered with the MAAA in accordance with MAAA MOP020), National Special Interest Group or Affiliate Member; and
- b) All persons operating or flying model aircraft at the event are Affiliate Members, Visitors, Prospective Member, Visitors from Overseas, MAAA Honorary Members and Education Visitors as defined in the MAAA Visitors Policy MOP042.

"Sanctioned Event" shall also include any "public display" conducted by MAAA, Ordinary Member, MAAA Club, Special Interest Group (registered with the MAAA in accordance with MAAA MOP020), National Special Interest Group or Affiliate Member provided the public display is conducted in accordance with the MAAA MOP19 and all relevant CASA approvals.

3.7 Flying Venues

The MAAA insurance policy only applies when the land/property owner/lessee has given permission for the area to be used for the purpose of flying model aircraft and any local requirements are complied with. This applies whether the property is privately or publicly owned and indoor or outdoor. If the area is being used long term, or if it is considered possible that the approval might be challenged, it is advised that the approval be obtained in writing.

The MAAA Third Party and Directors and Officers Insurance cannot be used to underwrite insurance cover; for example where local authorities require proof of

insurance for hire of facilities, if non-affiliated members of the MAAA will be flying at the facility unless the non-affiliated members are covered by the MAAA Visitor Policy. See MOP042 – Policy for Visitor Insurance at Flying Fields in the MAAA MOP.

3.8 Insurance Excess

Individual members lodging a public liability claim will be required to contribute \$500 towards the excess payment (or make contribution of \$500 towards payment of the claim if the MAAA Executive determines that no claim is to be made on the MAAA Insurance policy). The financial co-payment of \$500 is not applicable to junior members or instructors and students during instruction. The Executive also may consider applications under financial hardship.

The MAAA may impose the full \$5,000 excess payable for continued damage to specific third party property in the event that no preventative action is undertaken by the club to reduce the risk. The application of full excess in these cases is reviewed annually by the MAAA Council.

3.9 First Person View

MAAA insurance policies apply to operations of First Person View (FPV) model aircraft under MOP066.

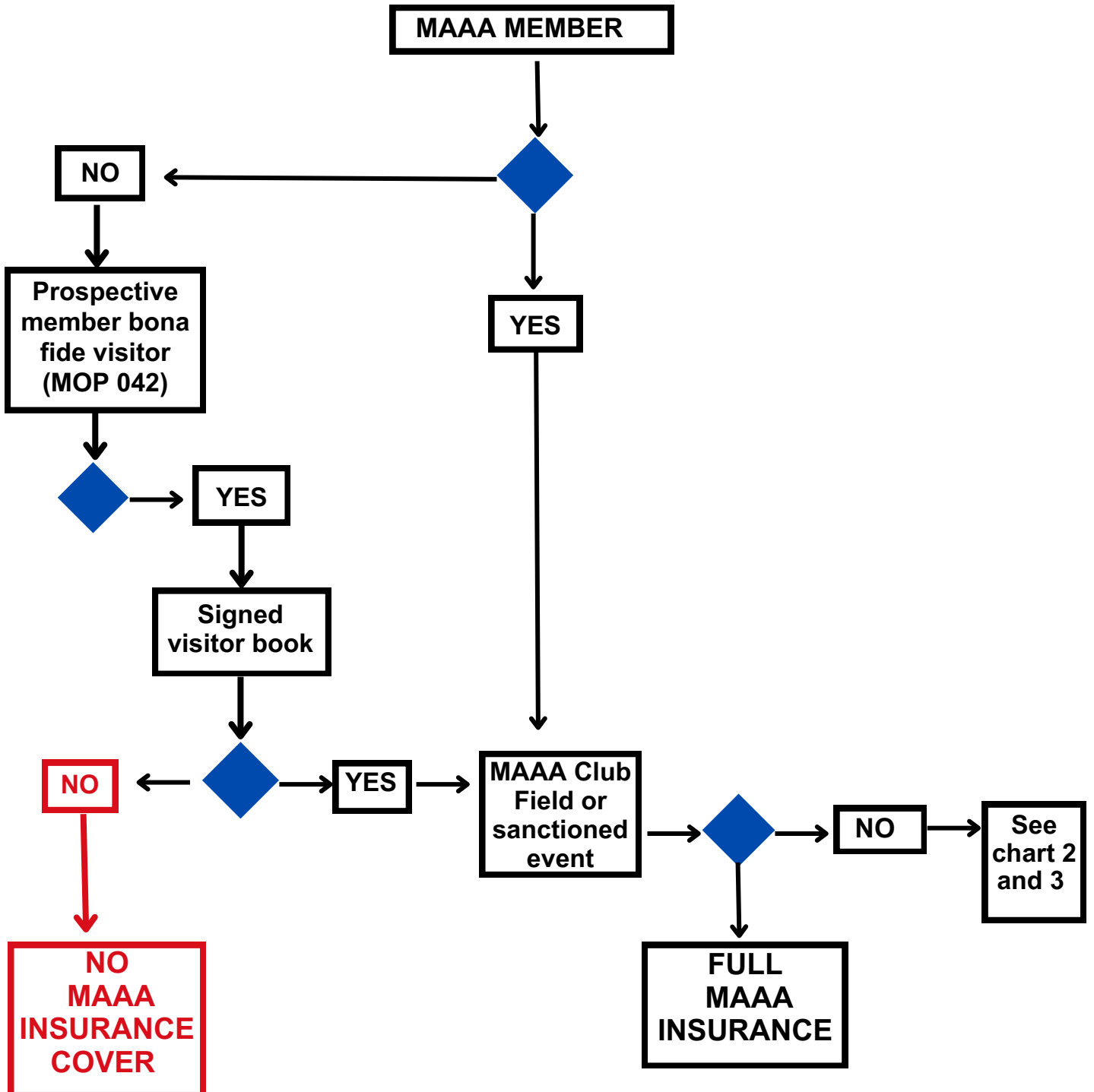
3.10 Self Guided Model Aircraft

MAAA insurance policies apply to operations of Self Guided Model Aircraft (SGMA).

3.11 UAVs

MAAA insurance policies, including the member to member insurance cover, exclude cover for the use of UAVs and all activities at sites where UAVs are in current operation. In the event that the definition of UAV in this Policy is not adequate to determine whether an aircraft is considered to be a UAV in a particular situation the MAAA Secretary should be contacted to make a ruling. See MOP065 for more detail on the MAAA UAV Policy.

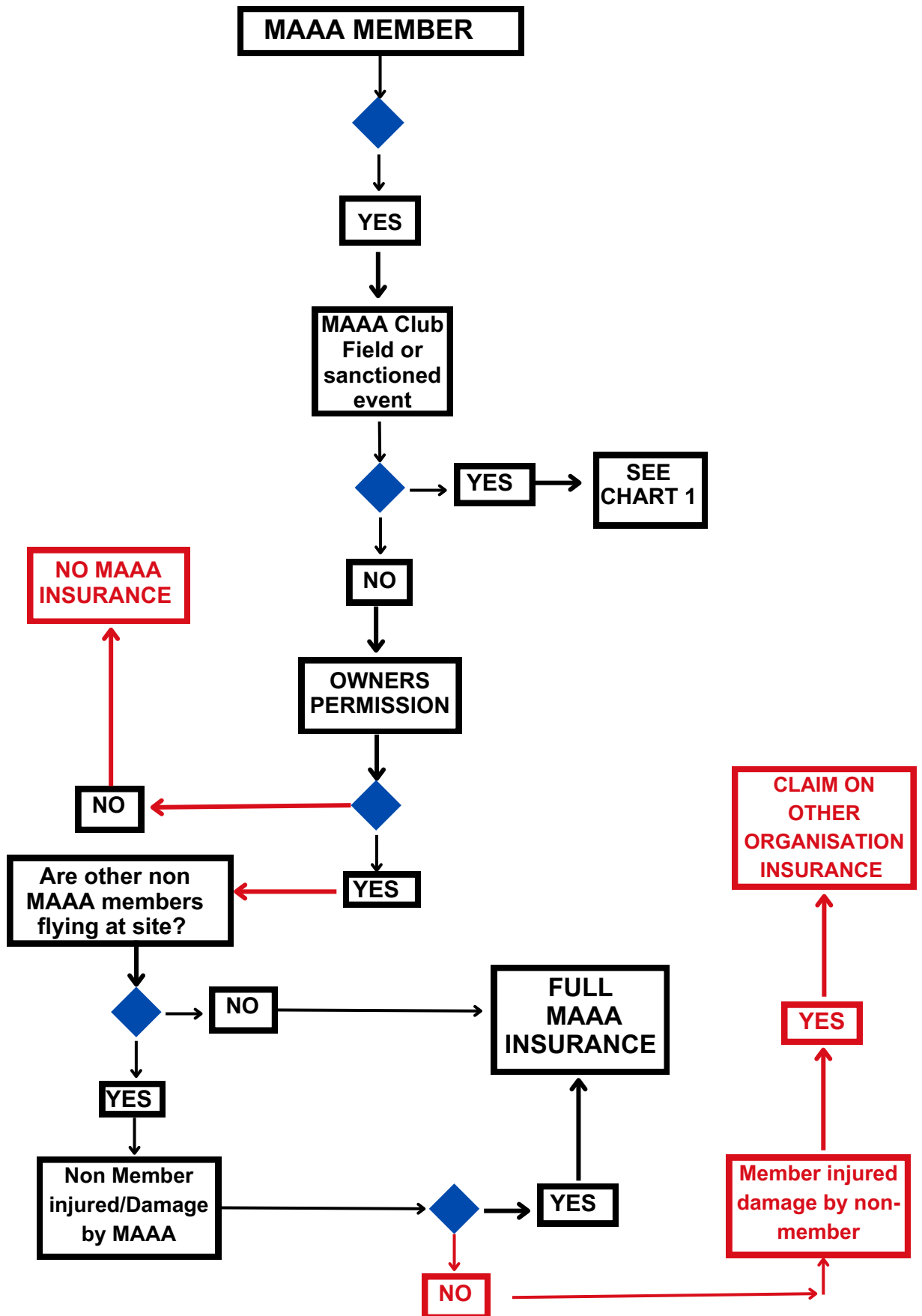
INSURANCE FLOW CHART ON MAAA AFFILIATE FLYING FIELD CHART 1



INSURANCE FLOW CHART

NON MAAA FIELD - NO OTHER ORGANISATION INVOLVED IN EVENT - AD HOC

CHART 2



INSURANCE FLOW CHART EVENT ORGANISED BY OTHER ORGANISATION OR ORGANISATION'S FIELD CHART 3

