

# Notice to Members FAQ

## Flying at Non Affiliated Fields or Activities

The MAAA has no objection to our members flying with members or clubs affiliated with other organisations nor is any action being taken to prevent this, however the MAAA will not accept any responsibility or accountability in respect to any insurance claim eventuating from this activity. To do so would be neglecting our duty and responsibility to our general membership.

*It is MAAA Policy that our Insurance will only cover our members if they are flying at a Club Field affiliated through an MAAA State Association and any site while involved in MAAA sanctioned activities.*

This policy has not been adopted in haste and has been taken after due consideration and proper risk assessment. It has been adopted in the interest of protecting members' insurance claims and from excessive increases in insurance premiums and to comply with our corporate obligations.

The MAAA as an incorporated body has obligations to its Members, CASA, Insurance Providers and the general public at large.

### **Obligation to Members**

The MAAA is committed to obtaining the best possible Insurance Policies available at the lowest cost to members and to take all steps available to prevent any unnecessary insurance increases. The MAAA is fully aware that any increase in insurance claims will have a direct effect on the insurance premiums paid by members. To ensure this does not occur, it is essential that the MAAA, through its Policies and Procedures, has a direct influence over the manner in which members conduct their flying activities. In saying this, it must be remembered that the MAAA can only exercise this influence over its members and visitors to our facilities.

### **Civil Aviation Safety Authority (CASA)**

The MAAA has for many years had a Deed of Agreement in place with CASA. In accordance with this deed, the MAAA is required to

1. **seek to ensure** that all members, 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;

2. **monitor the operational standards** and procedures of MAAA affiliated clubs, MAAA members and affiliated members and rectify any deficiencies detected to ensure compliance with the MAAA Manual of Procedures and other applicable MAAA directives;
3. on behalf of the Authority (CASA), **provide support in the investigation** of alleged breaches of the Civil Aviation Regulations and Civil Aviation Safety Regulations Subparts 101 A, B, C and G by MAAA affiliated clubs or MAAA member operators of model aircraft;
4. **examine the results of MAAA organisational incident** and accident investigations to ensure that standards have been complied with by members, affiliated members and affiliated clubs; and
5. **provide quarterly statistical reporting** in relation to the numbers of MAAA members, accidents and incidents in accordance with the set table (and within 2 weeks of the dates specified):
6. **assist the Authority to set airworthiness standards** for model aircraft including communicating and coordination with CASA staff on Notice of Proposed Rule Making (NPRMs), new construction techniques and materials and changes to Civil Aviation Safety Regulations and Orders and advisory publications; and
7. **examine the results of MAAA organisational incident and accident** investigations to ensure that standards are appropriate.

## **INSURANCE COMPANY**

The MAAA has an obligation to its insurers to carry out proper risk assessments and ensure procedures and actions are put in place to minimise the risk of any incident occurring.

Insurance providers expect the organisation to influence members by establishing policies and procedures which advise members on safe flying practices; we are also obligated to make inquiries in respect of incidents and implement initiatives to reduce the re-occurrences of such incidents.

The MAAA Insurance is purchased on rules established by MAAA for its members, hence the low premium. Insurance purchased by any organisation is based on their rules which differ from those of MAAA.

It is through the fulfilling of these obligations that the MAAA has been in a position to negotiate the lowest insurance premium rates possible. To continue to maintain this position the MAAA must be able to keep insurance claims to a minimum.

## **GENERAL PUBLIC**

As the model aircraft association appointed by CASA as an RAAO, the MAAA must ensure the safety standards established, are done so in the interest of members and also the general public. Many members of the public refer to our website and are also referred to the site by CASA, for information in respect to the safe flying of model aircraft. As such we must be in a position to ensure all of our members conduct their flying in a manner consistent with the rules of the association and examples are set for the general model flying public.

## **FLYING FIELDS UNDER THE CONTROL OF OTHER ORGANISATIONS**

As mentioned earlier, the MAAA has influence only over its members through their commitment when applying for or renewing membership. The MAAA cannot exercise any influence over members or clubs of any other organisation.

Non MAAA Clubs and members have insurance policies which may be similar to those of the MAAA, however their rules and safety regulations differ from those of the MAAA. Whilst MAAA members are flying at fields or events organised by clubs who are not members of the MAAA, they must fly in accordance with the rules and regulations of that club and/or association. The MAAA cannot and will not attempt to influence the non-member club as to how they conduct their affairs nor will we accept responsibility for any incident that occurs. The club where the incident or accident occurs must be fully accountable and responsible for such incidents. Following this, the organisation to which this club belongs should also be accountable and take responsibility for any insurance claim that eventuates.

In the case of an incident occurring at a non MAAA club field or activity, the MAAA has no power or authority to require the management of the non-affiliated club or activity to provide any details of the incident. This puts the MAAA directly in conflict with its obligations to its Insurers and our agreements with CASA.

The MAAA maintains there is no justifiable reason why members' insurance should be exposed for any incident or injury that occurs at clubs or events run by another organisation, over which the MAAA has no influence. To do so would be neglecting our obligations to our members. Taking responsibility for actions in circumstances in which the MAAA has no influence could directly lead to an increase in insurance premiums and cause us to default on other agreements.

## **SOLUTION**

The MAAA and other aeromodelling organisations:

- Have separate insurance policies to cover members and clubs.
- Have individual rules and procedures in place to regulate members.

- Are accountable and responsible through their corporate relationship with their members for the action of those members.

The MAAA is prepared to accept the responsibility and accountability for non-members flying at MAAA affiliated fields or sanctioned activities so long as the non-member(s) is processed in accordance with any MAAA rules that apply at the time; in this case MOP042 Visitors Insurance Policy.

The MAAA expects other organisations and clubs would do the same.

We consider this is a fair and reasonable position to take, as it ensures all associations show due diligence and accept responsibility and accountability for activities under their control. Prior to flying at these fields or activities, MAAA members should, in their own interest, ensure the non MAAA organisation is prepared to accept this risk.

We believe this action fulfils our obligations to our members to ensure their financial investments in the MAAA are protected and not exposed to undue risk.

Neil Tank

President