

## **Aero Club Insurance**

Written by Administrator

Sunday, 10 August 2008 08:30 - Last Updated Friday, 26 October 2012 14:19

---

Layman's guide to the insurance cover

The Insurance cover for Aero Club members is under written by Airspace Africa underwriters.

Premium is R50 000 inclusive of vat per annum.

It covers the aero club including its associates, subsidiary bodies, directors , officers, employees each for their respective rights and interests.

In short all members in a South Africa and in adjoining territories excluding some of the southern parts of Lesotho.

Section 1 : 10 million rand for any one occurrence – unlimited during any one period of insurance

## Aero Club Insurance

Written by Administrator

Sunday, 10 August 2008 08:30 - Last Updated Friday, 26 October 2012 14:19

---

Section one covers bodily injury or property damage in or about the premises of the insured (i.e. the AP and their workers or assistants place of work or where they conduct the duties of an AP) including elsewhere (i.e. off site) if in the performance of any duties. It also covers negligence and damage that results from any defect in the premises, equipment or plant used.

It does however exclude loss of or damage to any property or equipment owned or leased etc by the AP but does not apply to any vehicles that are not the property of the AP.

Therefore the aircraft being worked upon are covered.

It also excludes all motor vehicle that are used on roads (i.e. no cars or trucks or bakkies)

It also excludes all other aircraft, ships or owned or rented etc by the AP

It does though include other aircraft on the ground in the surrounding area

## **Aero Club Insurance**

Written by Administrator

Sunday, 10 August 2008 08:30 - Last Updated Friday, 26 October 2012 14:19

---

While in this section it excludes bodily damage or property damage arising out of air meets. This is however written back in, in the endorsements. Please note Airshows remain excluded as this should be covered under the policy taken out by each and every Airshow organiser. Their policy should be worded to cover all employees or officers working at Airshows as these are commercial events.

Section 2: 10 million rand for any one occurrence – unlimited during any one period of insurance

Section two covers loss or damage to aircraft or equipment not owned by the AP while in the care of, custody or control of, or while being serviced handles or maintained etc. Please note that in-flight or flight testing is excluded. I.e. a AP cannot test fly any aircraft and expect to be covered. To do this an indemnity from the owner would be need to be obtained and the owner would temporarily need to advise their insurance to place the AP on the owner's policy.

This section excludes the loss or damage to any protective clothes etc and any aircraft owned, hired or leased etc by the AP.

Section 3: 10 million rand for any one accident in the aggregate

## Aero Club Insurance

Written by Administrator

Sunday, 10 August 2008 08:30 - Last Updated Friday, 26 October 2012 14:19

---

This sections limit is reduced to 1 million rand for anyone accident /occurrence in respect of the "AP scheme"

This section covers bodily injury or property damage arising out of possession of use or handling of any goods or products manufactured that are used in conjunction with the aircraft.

So this basically covers any parts or items use to conduct the maintenance or repairs.

This excludes the cost of replacing the defective parts or malfunctioning parts (This would/ should be covered by the manufacturers warranty)

It also excludes any performance losses and any resultant losses for example if the aircraft previous used 15 l /h and after repair now uses 17l/h the cost difference can not be claimed for on this policy.

It also excludes and loss of use claims for example if the aircraft takes a year to repair and the owner attempts to claim for loss of use it will not be entertained.

General exclusions

## Aero Club Insurance

Written by Administrator

Sunday, 10 August 2008 08:30 - Last Updated Friday, 26 October 2012 14:19

---

This policy does not cover any staff or the owner for compensation for any injury as this should be covered under the workmen's compensation or the AP's business insurance.

It excludes compensation on making good on faulty workmanship but includes any resultant damage due to the faulty workmanship. So by way of example if an engine was put together badly and the aircraft while flying back to its hangar had an engine out and had to make a forced landing taking out a shack on the landing. The aircraft damage and the damage to the shack would be covered to the limits defined.

All members must not accept any liability and must at all times inform AeCSA and the insurers of any possibility of a claim or an changes that may affect this policy.

If any AP or member has other insurance this policy will be limited to a rateable proportion of the claim. This means basically one cannot duplicate insurance cover and claim for the full amount on two policies for the same incident or accident.

No false claims or fraud is entertained.

If a claim is not paid for whatever reason, an appeal can be lodged within 9 months.

Parachuting, model aircraft and glider launching and towing are excluded as these sections currently have cover in alternative policies.

Wing walkers and Airshow liability is also excluded.

In regards to a claim legal defence is in place until liability is accepted by the insurers at which stage the excess required is requested

## **Aero Club Insurance**

Written by Administrator

Sunday, 10 August 2008 08:30 - Last Updated Friday, 26 October 2012 14:19

---

The Excess is 90 000 rand for each and every claim with an insurance note reducing it to R50 000 covered by flight sure the broker.

Please note that this cover which we are carrying for own account is limited to one claim any one period of insurance, therefore in event of a claim occurring, this Excess cover will need to be reinstated at terms to be agreed.

In a nutshell member and AP's have vastly more cover than they had in the past and air meets and fly ins are covered thus protecting sporting aviation and our competitions.

Note that any event likely to give rise to a claim howsoever small must immediately be notified to AeCSA and the insurers. No Excess is payable unless the claimant is able to prove negligence on behalf of the AP. Thus Insurers would defend the claim if they believed that the AP was not negligent. If the circumstances indicate that negligence is prevalent and this leads Insurers to accept liability, the Insurers would call for payment of the Excess prior to any settlement offer.