

UIN: IRDAN108RP0002V01202122

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai - 400 013. 24x7 Toll Free No: 1800 266 7780 or 1800 22 9966

(For Senior Citizens) Fax: 022-6693 8170 Email: customersupport@tataaig.com

Website: www.tataaig.com

IRDA of India Registration No.: 108 CIN: U85110MH2000PLC128425

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Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to TATA AIG GENERAL INSURANCE COMPANY LTD. (hereinafter called the Insurer) for the Insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such Insurance in respect of accidental loss or damage occurring during the Period of Insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section III (D) Definitions.

SECTION I

LOSS OF OR DAMAGE TO "RPAS"

1. Coverage

- a. As set out in clause i & ii below, the "Insurer" will pay for replacement or repair of the "RPAS" described in the policy schedule arising from "Accidental" loss of, damage to or "Disappearance" of the "RPAS" an amount not exceeding the amount as specified in the policy schedule and subject to the amounts to be deducted specified in Condition 3©.
 - i. "Total Loss" the "Insurer" will pay the Sum Insured of the "RPAS", as stated in the policy schedule and subject to the amounts to be deducted specified in Condition 3©.
 - ii. "Partial Loss" the "Insurer" may pay for the least expensive and most reasonable means to repair the "RPAS" or may pay for the "Loss" subject to the amounts to be deducted specified in Condition 3©, as hereinafter as set out in 1 & 2 below
 - 1. If repairs are made by other than the "Insured", the total of the following:
 - Cost to repair the damaged property with material of like kind and quality (excluding any charges for overtime);
 - Cost of the least expensive and most reasonable method of transporting new and/or damaged parts and/or damaged "RPAS" to the place of repair and return of the repaired "RPAS" to the place where the "Loss" occurred or the place where the "RPAS" is regularly based, whichever is nearer;
 - 2. If repairs are made by the "Insured", the total of the following;
 - Actual cost to the "Insured" of material of like kind and quality;
 - b. Actual wages paid for labor, excluding any overtime
 - c. Cost of the least expensive and most reasonable method of transporting new and/or damaged parts and/or damaged "RPAS" to the place of repair and return of the repaired "RPAS" to the place where the "Loss" occurred or the place where the "RPAS" is regularly based, whichever is nearer;

With respect to any "Total Loss" or "Partial Loss":

- 1. The amount due under this policy shall not exceed the amount due were the "Loss" payable as a "Total Loss";
- 2. Any salvage value remaining shall inure to the benefit of

- the "Insurer" and the "Insured" shall provide clear title thereto;
- 3. There shall be no abandonment of any damaged property without the consent of the "Insurer"
- 4. Insurer will not pay any amount towards "Betterment" of RPAS and due allowance will be made for such "Betterment" in the assessment of loss.

If the "Loss" is due to "Disappearance", and traced before the payment of claim, the "Insurer" shall have right to repair the physical damage sustained by RPAS and return at any time prior to actual payment of the claim hereunder.

b. the Insurer will pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the "RPAS" consequent upon damage or forced landing, sub-limited to 10 per cent of the Sum Insured as specified in the policy schedule. For the avoidance of doubt, the limit applicable here is a component of, and payments made thereunder shall erode the Sum Insured as mentioned in the policy schedule

2. Exclusions applicable to this Section only

- a. The "Insurer" shall not be liable for wear and tear, deterioration, breakdown, defect or failure howsoever caused in any "Unit" of the "RPAS" and the consequences thereof within such "Unit"; this exclusion doesn't apply to damage attributable to an incident which is covered under paragraph 1(a) above.
- b. The "Insurer" shall not be liable for damage to any "Unit" by anything which has a progressive or cumulative effect including but not limited to wear & tear and breakdown. This exclusion doesn't apply to damage attributable to a single recorded incident which is covered under paragraph 1(a) above
- c. The "Insurer" shall not be liable for any damage to the "RPAS" if the maximum permissible weight recommended by the manufacturer of the "RPAS" is exceeded when any "Payload" is attached
- d. The "Insurer" shall not be liable for any loss / damage to the "Payload" which is attached to the "RPAS"
- e. The "Insurer" shall not be liable for loss of revenue or profit of "Insured"

3. Conditions applicable to this Section only

- (a) If the "RPAS" is damaged
 - (i) no dismantling or repairs shall be commenced without the consent of the "Insurer" except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;
 - (ii) the "Insurer" will pay only for repairs and transport of labour and materials by the most economical method unless the Insurer agrees otherwise with the Insured.

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- (b) If the "Insurer" exercises option to pay for or replace the "RPAS" due to "Total Loss"
 - i. the "Insurer" may take the "RPAS" (together with all documents of record, registration and title thereto) as salvage;
 - ii. the cover afforded by this Section is terminated in respect of the damaged "RPAS" if the "RPAS" is retained by the "Insured" for valuable consideration or otherwise;
 - iii. the replacement "RPAS" shall be of the same make and type and in reasonably similar condition
- (c) The basis of loss or damage settlement and the amount deducted from each claim under paragraph 1(a) of this Section will be as below
 - i. Deductible: the amount specified in the policy schedule
 - ii. In the event of a loss or damage, the basis of loss or damage settlement will be as follows:
 - a. Where the "RPAS" can reasonably be repaired or reinstated at a cost less than the replacement cost, the "Insurer" will indemnify the "Insured" the cost of such repairs or reinstatement not exceeding the Sum Insured less the applicable deductible as stated in the policy schedule. The cost of any alterations or overhaul shall not be recoverable under this policy. No deduction shall be made for depreciation in respect of parts replaced except those with limited life, but the value of any salvage will be taken into account.
- (d) Unless the "Insurer" elects to take the "RPAS" as salvage the "RPAS" shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurer.

SECTION II

LEGAL LIABILITY TO THIRD PARTIES

1. Coverage

The "Insurer" will indemnify the "Insured" for all sums which the "Insured" shall become legally liable to pay, as compensatory damages (including costs awarded against the Insured) in respect of "Accidental" bodily injury (fatal or otherwise) and "Accidental" damage to property caused by the "RPAS" or by any object falling therefrom.

2. Exclusions applicable to this Section only

The "Insurer" shall not be liable for

- (a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured partner in the Insured's business whilst acting in the course of his employment with or performing duties for the Insured;
- (b) injury (fatal or otherwise) or loss sustained by any member of the crew /agents/operator/person whilst engaged in the operation of the "RPAS". Loss of or damage to any property belonging to or in the care, custody or control of the Insured.

- (c) claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated there with
 - (b) pollution and contamination of any kind whatsoever
 - (c) electrical and electromagnetic interference
 - (d) interference with the use of property

unless caused by a crash or collision of "RPAS" or a recorded "In Flight" emergency causing abnormal "RPAS" operation.

- (d) claims arising from any "Privacy Infringement".
- (e) claims arising due to unlawful or undeclared usage of the "RPAS"

3. Limits of Indemnity applicable to this Section

The liability of the "Insurer" under this Section shall not exceed the amounts stated in the policy schedule. The "Insurer" will defray any legal costs and expenses (within the Limit of Indemnity mentioned in the policy schedule) incurred with their written consent in defending any action which may be brought against the "Insured" in respect of any claim for compensatory damages covered by this Section.

SECTION III

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

Following is the list of exclusions that apply to all sections of this policy and the policy does not cover any claim/loss which directly or indirectly results from or connected with any of these:

- 1. any "Loss" or liability whilst the "RPAS" is being used for any illegal purpose or for any purpose other than those stated in the Policy Schedule and as defined in the Definitions.
- 2. any "Loss" or liability whilst the "RPAS" is outside the geographical limits stated in the policy schedule unless due to force majeure.
- 3. any "Loss" or liability whilst the "RPAS" is not being piloted by an authorized pilot except when the "RPAS" is not in "Flight"; it may be handled by any person competent for that purpose.
- 4. any "Loss" or liability whilst the "RPAS" is being transported by any means of conveyance except as the result of an "Accident" to conveyance giving rise to a claim under Section I of this Policy.
- 5. any "Loss" or liability whilst the "RPAS" is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer or any competent authority of the "RPAS" except as a result of force majeure.
- 6. any liability assumed or rights waived by the "Insured" under any agreement except to the extent that such liability would have attached to the Insured in the absence of such agreement.
- 7. any "Loss" or liability which are payable under any other policy or

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policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this policy not been effected.

- 8. any "Loss" or liability directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the nuclear and radioactive contamination arising out of, based upon or attributable to or in any way involving, directly or indirectly: (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or (b) the radioactive, toxic, explosive, dangerous or other hazardous properties of any nuclear assembly or nuclear component thereof or any nuclear material or any part of it.
- 9. any "Loss" or liability caused by following
 - (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
 - (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - (c) Strikes, riots, civil commotions or labour disturbances.
 - (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is "Accidental" or intentional.
 - (e) Any malicious act or act of sabotage.
 - (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
 - (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the "RPAS" during Flight (including any attempt at such seizure or control) of the "RPAS" acting without the consent of the Insured.

Furthermore, this Policy does not cover claims arising whilst the "RPAS" is outside the control of the "Insured" by reason of any of the above perils.

The "RPAS" shall be deemed to have been restored to the control of the "Insured" on the safe return of the "RPAS" to the "Insured" at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the "RPAS" (such safe return shall require that the "RPAS" be parked with engines shut down and under no duress).

- 10. In respect of camera equipment, coverage excludes scratching /fogging of lenses and mechanical derangement unless arising out of an "Accident" to the "RPAS" to which it is fitted.
- 11. "Loss" or liability arising during the course of participation in any kind of competition (including not limited to racing)
- 12. Any "Loss" or liability arising out of any damage to any aircraft by "RPAS"
- 13. Any "Loss" or liability arising out of breach of any regulation or law applicable to "RPAS" as prescribed by "Airworthiness Authority"

- 14. any "Loss" or liability arising out of any fines, penalties, punitive or exemplary damages
- 15. any "Loss" or liability directly or indirectly caused by seepage, pollution or contamination
- 16. any "Loss" or liability arising out of "Night Flying"
- 17. any "Loss" or liability whilst the "RPAS" is being used for "Recreational Flying"
- 18. any "Loss" or liability whilst the "RPAS" is being used "Beyond Visual Line-of-Sight Operation"
- 19. any "Loss" or liability arising out of "RPAS" being operated by any person under the age of 18 years
- 20. any "Loss" or liability arising out of "RPAS" if it is not "NPNT (No Permission No Take-off)" compliant
- 21. any "Loss" or liability arising out of damage caused by rot, fungus, mould, vermin, or infestation. Dryness or humidity, or exposure to light or extreme temperatures.
- 22. any "Loss" or liability arising from standalone mechanical / electrical fault and breakdown unless caused by an "Accident"
- 23. any "Loss" or liability arising if "RPAS" is operated by the "Authorised Operator" / Pilot / "RPAS OBSERVER" whilst such person is under the influence of intoxicating liquor or drugs
- 24. any "Loss" or liability arising due to "Dispensable Payload" and/or to the "Dispensable Payload"
- 25. any "Loss" or liability for any sort of Indoor Flying
- 26. any "Loss" or liability
 - a. If, by virtue of any law or regulation which is applicable to the Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
 - b. In circumstances where it is lawful for the Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
 - c. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata

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proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

27. any "Loss" or liability arising when the "RPAS" is given on "Rental" for any purpose is not insured under this policy

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that the Insured observes and fulfils the following Conditions before the Insurer has any liability to make any payment under this Policy.

- 1. The Insured shall take all reasonable steps to prevent or diminish any loss which might give rise to a claim under this Policy
- 2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the "RPAS" and shall ensure that
 - a. the "RPAS" is airworthy at the commencement of each "Flight";
 - all Log Books and other records in connection with the "RPAS" which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurer or their Agents on request;
 - the employees and agents of the Insured comply with such orders and requirements;
- 3. all expenses the Insurer incurs or all expenses incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defense of the claim or 'suit' shall serve to reduce the limits of liability of this policy as stated in the Policy Schedule.

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- (1) Reasonable Precautions: The Insured shall take reasonable precautions to prevent any loss or damage or liability. In so far as coverage is provided in the policy, it is agreed that such coverage shall not be invalidated by any reasonable action by, at the direction of, or on behalf of the Insured for the purpose of protecting persons or property.
- (2) Assumption of Liability: No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Insurer
- (3) Cancellation: The Insurer may cancel the policy by sending 30 days' notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In such an event the Company will return a pro-rata portion of the premium for the unexpired part of the Insurance. The Policy may also be cancelled by you by giving 30 days' notice in writing to the Company, in which event the Company will retain premium at short-period scale as per the following table, provided there is no claim under the Policy during the period of Insurance. In case of any claim

under the Policy no refund of premium shall be allowed. The Short Period Scale for the Policy shall be as per the chart provided below:

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

In the event of cancellation of this Insurance the liability of the Insurer shall cease outright on the date of cancellation except in respect of any circumstances or claims notified which remain unsettled on the date of cancellation or likely to be notified later as per terms and conditions of the policy to the Insurer which occurred during the currency of the Insurance.

- (4) Claims Co-operation and Conduct of Proceedings: The Insured shall, as a condition precedent to the right to be indemnified under this Policy, co-operate fully with the Insurer and shall provide such assistance, documents and access to premises as the Insurer shall request. In particular, the Insured shall give all such assistance to deal with claims and conduct of legal proceedings as the Insurer and/or their legal advisers and consultants may require. The Insurer shall be entitled to conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insurer shall have sole discretion in the conduct of any proceedings and in the settlement of any claim
- (5) Immediately upon becoming aware of any circumstances which may give rise to a Claim under this Policy, irrespective of whether or not any such Claim is expected to exceed any Deductible specified in the Policy Schedule hereto, as a condition precedent to the Insurer's liability under this Policy, the Insured shall forthwith give written notice to the Insurer with full particulars, including the dates of the event or occurrence and claimant(s) concerned, as soon as practicable during the same Period of Insurance, and in any case within 30 days from obtaining knowledge of such circumstance. Every letter, claim, writ, summons, and process shall be forwarded to the Insurer on receipt. Written notice shall also be given to the Insurer immediately upon the Insured or any of its representative and agents having knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy. The Insurer may condone delay in claim intimation/ document submission on merits, where it is proved that delay in reporting of claim or submission of claim documents is due to reasons beyond the control of the Insured

NOTICE OF CLAIM:

In the event of a claim under this Policy, the Insured shall give written notice to the Insurer by registered post or courier at the

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following address or call us at the 24x7 Toll free number or email us at the email id provided below:

The Claims Department,

Tata AIG General Insurance Company Ltd.

A-501, V Floor, Infinity IT Park, Building No. 4 General AK Vaidya Marg, Dindoshi, Malald East, MUMBAI – 400097, Maharashtra, INDIA. **24x7 Toll Free No**: 1800 266 7780 | Fax: 022 6693 8170

Email: mailto:customersupport@tataaig.com

The Insurer shall have the right to (but not the duty to) take over and conduct in the name of the Insured any defence, proceedings and settlement for their own benefit, per the Insurer's sole discretion. The Insured shall give all such assistance and cooperation as the Insurer may so require. Having taken over the defence or conduct over any proceedings and settlement, The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due). The Clause shall be suitably modified by the insurer based on the amendment(s), if any to the relevant provisions of Protection of Policyholder's Interests Regulations, 2017)

- (6) Discharge by Payment: In connection with any Claim, the Insurer may, at any time, pay to the Insured a sum equal to the Policy Sum Insured/Limits of Indemnity, or any lesser amount for which, at the absolute discretion of the Insurer, such Claim can be settled. Upon payment of such sums, the Insurer shall be entitled to relinquish the control of such Claim and be under no further liability/obligation in connection therewith, save for such Legal Costs as the Insurer have already agreed in writing to pay in respect of matters prior to the date of such payment
- (7) Co-Insurance: If the Insured has other insurance that is applicable to the Occurrence, Claim or liability (or which would be applicable if this Policy did not exist), such insurance shall be primary to the cover afforded by this Policy and the Insurer shall not be liable to indemnify the Insured in respect of any Occurrence, Claim or liability until such other insurance is exhausted
- (8) Subrogation: In the event of any payment under this Policy, the Insurer shall be subrogated to all the Insured's rights of recovery thereof against any person and / or all entities and / or organizations and / or persons, and it is the duty of the Insured to execute and deliver all documents/instruments necessary for the Insurer to secure such rights and ensure that nothing is done to prejudice the same

- (9) Policy Governing Law: Indian Law
- (10) Arbitration: If any dispute or difference shall arise as to the quantum to be paid by the Policy, (liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they cannot agree upon a single arbitrator within thirty days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2015 (No. 3 of 2016).
- (11) The Insured shall as soon as is reasonable give to the Insurer full particulars in writing of any material increase in the risk and shall pay such reasonable additional premium, if any, as may be required by the Insurer
- (12) RENEWAL CLAUSE: The Policy may be renewed with "Insurer" consent. The benefits under the Policy or/and the terms and conditions of the Policy, including premium rate are subject to change. The "Insurer", however, shall not be bound to give any notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the Period of Insurance for which premium has been received by the "Insurer". No renewal receipt shall be valid unless it is on the printed form of the Insurer and signed by an authorized official of the "Insurer".

In the event of non-renewal of this Insurance the liability of the Insurer shall cease outright on the date of expiry except in respect of any circumstances or claims notified which remain unsettled on the date of expiry or likely to be notified later as per terms and conditions of the policy to the Insurer which occurred during the currency of the Insurance.

(D) DEFINITIONS

The terms defined in Section III (D) Definitions in the Policy have the meanings ascribed to them wherever they appear in this Policy and, where, the context so requires, references to the singular include references to the plural; references to the male includes the female and references to any statutory enactment includes subsequent changes to the same.

- 1. "ACCIDENT" & "ACCIDENTAL" a sudden, unforeseen and involuntary event caused by external, visible and violent means
- 2. "AUTHORISED OPERATOR" means (a) the person who is operating, controlling or piloting the "RPAS" who is properly trained and qualified to do so and holds all the required certification as mandated by "Airworthiness Authority", such certification shall be kept valid/not expired at all times. (b) the person who is operating, controlling or piloting the "RPAS" who is under test conditions and in the presence of a qualified examiner
- 3. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the "RPAS" which has been assigned an "Overhaul

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Life" as part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.

- 4. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of the "Unit" is required
- 5. "OVERHAUL COST" means the costs of labour and materials which are or would be incurred on overhaul or replacement (whichever is necessary) at the end of the "Overhaul Life" of the damaged or similar "Unit"
- "INSURED" means the person or persons named in the policy schedule as the Insured and, in addition,
 - a. in respect of Section 2 shall include any Authorized Operator of the "RPAS"
 - b. in respect of section 2 shall include any executive officer, director, employee or agent of the Insured whilst acting on behalf of such Insured
- 7. "INSURER" means TATA AIG General Insurance Company Limited
- "BUSINESS" means for business or professional purposes but NOT use for hire or reward.
- "COMMERCIAL" means for business by the Insured for hire or reward
- 10. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organization where the operation of the "RPAS" is not under the control of the Insured.
- 11. "FLIGHT/FLYING" means from the time the "RPAS" is switched on, moves forward in taking off or attempting to take off, whilst in the air, and until the "RPAS" completes its landing run. A rotary-wing "RPAS" shall be deemed to be in Flight when the "RPAS" is switched on and the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
- 12. "TAXIING" means movement of the "RPAS" under its own power other than in "Flight" as defined above. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the "RPAS"
- 13. "GROUND" means whilst the "RPAS" is not in "Flight" or "Taxiing"
- 14. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or "Commercial" profession nor for hire or reward.
- 15. "COVERED JURISDICTION" shall mean any country, state or territory specified in the policy schedule, within which the claims made and/or wherein from the claims emanating or actions instituted against the "Insured" are covered under this Policy. The "Covered Jurisdiction" shall be limited to India, unless specified otherwise in the policy schedule
- 16. "RPAS" the word "RPAS" wherever used in this Insurance Policy, shall mean the Remotely Piloted Aircraft System/Unmanned Aerial System described herein, and in addition to the airframe

- shall include power plants, propellers, rotors, and appliances forming part of the Remotely Piloted Aircraft System at the inception of coverage hereunder, including parts detached and not replaced by other similar parts.
- 17. "AERIAL WORK" means a flight if payment is made in respect of the flight or the purpose of the flight for specialized services including but not limited to agriculture, construction, photography, surveying, observation and patrol, search and rescue, aerial advertisement.
- 18. "PAYLOAD" means any removable equipment as stated in the policy schedule attached to the "RPAS" for the purpose of "Flight/Flying" and used for the "Insured" business.
- 19. "RECREATIONAL FLYING" means "Flying" for enjoyment and "Private Pleasure" outside of the "Insured" business or profession.
- "UNIQUE IDENTIFICATION NUMBER" means the unique identification number issued for registering unmanned aircraft by the state of registry;
- 21. "VISUAL LINE-OF-SIGHT OPERATION" means an operation in which the remote pilot or "RPAS OBSERVER" maintains direct unaided visual contact with the "RPAS".
- 22. "BETTERMENT" means improvement which would add value to the "RPAS"
- 23. "DISAPPEARANCE" means missing in "Flight" and remaining unreported to the "Insured" for sixty (60) days after commencing a flight
- 24. "LOSS" means "Physical Damage"
- 25. "PARTIAL LOSS" means any Physical Damage Loss which is not a "Total Loss"
- 26. "PHYSICAL DAMAGE" means direct and "Accidental" physical "Loss" of or damage to the "RPAS", hereinafter called "Loss", but does not include loss of use or any residual depreciation or diminution in value
- 27. TOTAL LOSS" means any Physical Damage Loss for which the cost of retrieval and repair equals or exceeds 75% of Insured value of the "RPAS" as mentioned in the policy schedule. "Disappearance" of the entire "RPAS" shall also be considered as a "Total Loss".
- 28. "DISPENSABLE PAYLOAD" cargo configured to be dispensed in flight from a "RPAS"
- 29. "NPNT (NO PERMISSION NO TAKE-OFF)" is a software program that enables every "RPAS" (except Nano) to obtain valid permissions through digital sky platform before operating in India
- 30. "BEYOND VISUAL LINE-OF-SIGHT OPERATION" means an operation in which the remote pilot the "RPAS OBSERVER" does not use visual reference to the "RPAS" in the conduct of flight

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- 31. "AIRWORTHINESS AUTHORITY" would mean Directorate General of Civil Aviation (DGCA) or any similar civil aviation authority involved in forming the regulation for operation of "RPAS"
- 32. "NIGHT FLYING" means when "RPAS" is in "Flight" between the period of sunset & sunrise as published by the Indian Meteorological Department
- 33. "INVASION OF PRIVACY" shall mean an invasion of any rights of privacy or any nuisance, trespass or interference with any easement or right of air, light, water or way
- 34. "RPAS OBSERVER" shall mean a trained and competent person designated by the operator who, by visual observation of the remotely piloted aircraft, assists the remote pilot in the safe conduct of the flight;

CUSTOMER GRIEVANCE REDRESSAL PROCEDURE:

The Company is committed to extend the best possible services to its customers. However, if **Insured** are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or **Insured** may email to the customer service desk at customersupport @tataaig.com.

Escalation Level 1

For lack of a response or if the resolution still does not meet **Insured**'s expectations, **Insured** can write to manager.customersupport @tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet the insured's expectations, **Insured** can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send **Insured** our final response within a period of 7 days from the date of receipt of the **Insured**'s complaint on this email id.

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the nodal officer for **Insurer**'s servicing branch.

After investigating the grievance internally and subsequent closure, we will send Our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform **Insured** of the same through an interim reply.

Within 30 days of lodging a complaint with us, if Insured do not get a satisfactory response from us and the Insured wish to pursue other avenues for redressal of grievances, the Insured may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.

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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

The updated details of the Insurance Ombudsman offices are also available at the IRDAI website www.irda.gov.in or on the website of Governing Body of Insurance Council www.ecoi.co.in.

In surance is the subject matter of solicitation. Please read the policy wordings carefully, before concluding a sale.