



**NEW INDIA ASSURANCE**

दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड  
The New India Assurance Co. Ltd

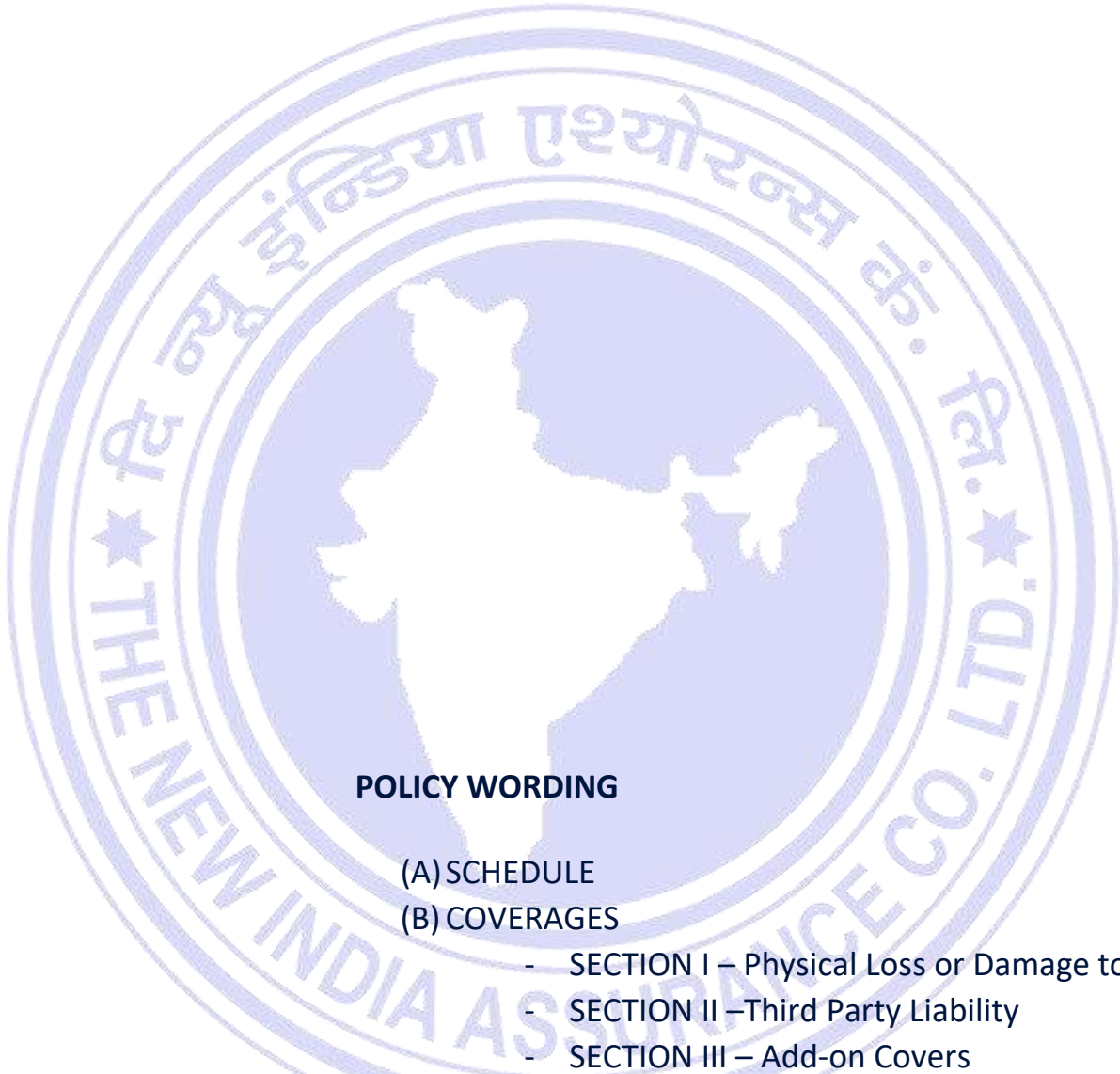
**Registered & Head Office:**

New India Assurance Bldg., 87, M.G. Road, Fort,

Mumbai - 400 001.

CIN No: L66000MH1919GOI000526

# NEW INDIA UNMANNED AIRCRAFT SYSTEM (UAS/UAV/RPAS/DRONE) INSURANCE



## **POLICY WORDING**

(A) SCHEDULE

(B) COVERAGES

- SECTION I – Physical Loss or Damage to the UAS
- SECTION II –Third Party Liability
- SECTION III – Add-on Covers

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

(D) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

(E) DEFENITIONS

(F) CLAUSES ATTACHED



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**(A) SCHEDULE**

*(This policy provides cover only for those sections against which a premium is shown in part 3 of this schedule)*

**PART -1 (POLICY DETAILS)**

1) Period of Insurance :	From :	To :
2) Policy Number :		
3) Insured Name :		
4) Insured Address :		
5) District :	6) State :	7) PIN:
8) Email :	9) Mob:	10) Landline:
11) Hypothecation/Lienholder (If any) :		
12) Office Code :	13) Office Name :	
14) Broker/Agent Name :		
15) Broker/Agent Code :		
16) OAN (As per DigitalSky) :		

**Part -2 (DESCRIPTION OF UNMANNED AIRCRAFT SYSTEM (UAS) AND OTHER COMPONENTS)**

UAS Components	Make/Model (a)	Year of Manufacture (b)	OEM Serial No (c)	UIN/DAN (As per DigitalSky) (d)	Agreed Value (e)
1) Aerial System					
2) Remote/Ground Control					
3) Additional Components/Payload(eg: camera, surveying equipment)					
UAS details as per DigitalSky	4) Category of UAS :				
	5) Sub Category of UAS :				
	6) Class of UAS :				



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**PART – 3 (LIMITS OF INDEMNITY, DEDUCTIBLES AND PREMIUM)**

COVERAGES	SUM INSURED	DEDUCTIBLE	PREMIUM
<b>SECTION I - Physical Loss or Damage to the UAS</b>			
1) Aerial System			
2) Remote/Ground Control			
3) Additional Components/Payload((eg: camera, surveying equipment)			
<b>SECTION II –Third Party Liability</b>			
1) Nano (less than 250g)	Up to 20 lakhs		
2) Micro (250g - 2 kg)	Up to 20 lakhs		
3) Small (2kg - 25 kg)	Up to 30 lakhs		
4) Medium (25kg - 150kg)	Up to 40 lakhs		
5) Large (more than 150kg)	Up to 50 lakhs		
<b>SECTION III – Add-on Covers</b>			
1) Personal Accident cover to Operator			
2) Accidental Medical Expenses to Operator			
3) Invasion of Privacy Cover			
4) Alternate Hiring charges			
5) Loss or Damage to UAS due to Hacking			
6) Cyber Liability Cover			
7) BVLOS Endorsement			
8) Night Flying Endorsement			
9) Loss or Damage to UAS Spares			
10) UAS In Transit Endorsement			
11) Loss or Damage to Ground Electronic Equipment			
12) Loss of Electronic Data			
13) Personal and Advertising Injury Liability			
14) Liability for Damage to UAS That You Do Not Own			
15) WAR Liabilities			
<b>Number of UAS to be covered</b>			
<b>Total Premium</b>			
<b>GST (18%)</b>			
<b>Grand Total</b>			



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**PART – 4 (WARRANTIES)**

Risk Covered	Flight & Ground
<b>UAS Operator</b>	<ol style="list-style-type: none"> <li>No individual other than a holder of a valid remote pilot license enlisted on the DigitalSky platform shall operate an unmanned aircraft system.</li> <li>No remote pilot license shall be required for               <ol style="list-style-type: none"> <li>operating a nano unmanned aircraft system; and</li> <li>operating a micro unmanned aircraft system for non-commercial purposes.</li> </ol> </li> </ol>
<b>Registration of Unmanned Aircraft System</b>	<ol style="list-style-type: none"> <li>No person shall operate an unmanned aircraft system in India unless such unmanned aircraft system conforms to a type certificate or is exempted from the requirement of a type certificate under these rules.</li> <li>No type certificate shall be required for operating a nano unmanned aircraft system.</li> </ol>
<b>Geographical Limits</b>	<ol style="list-style-type: none"> <li>No person shall operate an unmanned aircraft system in a red zone or yellow zone without prior permission.</li> <li>No prior permission shall be required for operating an unmanned aircraft system in a green zone, however Before commencing an unmanned aircraft system operation, a remote pilot shall mandatorily verify the digital sky platform for any notification or restriction applicable to unmanned aircraft system operations in the intended area of operation.</li> </ol>

**PART – 5 (CLAUSES ATTACHED TO THE POLICY AND TO WHICH THE POLICY IS SUBJECT TO)**

CLAUSE NUMBER	TITLE OF THE CLAUSE
AVN 5A	DEFERRED PREMIUM PAYMENT
AVN 8	FULL PREMIUM IF LOST @5% OF UAS
AVN 9	FULL PREMIUM IN THE EVENT OF CLAIM EXCEEDING THE PREMIUM PAID
AVN 14	LIMITATION OF LIABILITY (JOINT INSURED)
AVN 19A	ADDITIONS & DELETIONS CLAUSE(COMBINED)
AVN 28B	UAS FINANCIAL INTEREST ENDORSEMENT
AVN 38B	NUCLEAR RISK EXCLUSION CLAUSE
AVN 46B	NOISE, POLLUTION AND OTHER PERILS EXCLUSION CLAUSE
AVN 48B	WAR, HI-JACKING AND ALLIED PERILS EXCLUSION CLAUSE
AVN 67B	FINANCE / LEASE CONTRACT ENDORSEMENT
AVN 77	UNAUTHORISED USE CLAUSE
AVN 91	TRESPASSERS COST CLAUSE
AVN 94	BREACH OF AIR NAVIGATION CLAUSE
AVN 111	SANCTIONS AND EMBARGO CLAUSE
AVN 2000 A	DATE RECOGNITION EXCLUSION CLAUSE
AVN 2001A	DATE RECOGNITION LIMITED COVERAGE CLAUSE
2488 AGM00003	ASBESTOS EXCLUSION CLAUSE
CONSTRUCTIVE TOTAL LOSS (75%)	



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The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

*The words and phrases that appear in **bold** have special meaning. Refer to Section (D) Definitions.*



**(B) COVERAGES**

**SECTION I – Physical Loss or Damage to the UAS**

**1. Coverage**

**a. Physical Damage**

1. The Company will indemnify the Insured in respect of repair/replacement cost of the Insured Drone arising out of:

- i) An Accident (Including loss of possession of Drone as a result of an Accident),
- ii) Theft

provided that the liability of the Company will not individually or in the aggregate exceed the Sum Insured mentioned in the PART 3 of Policy Schedule..

2. In the event Insured **UAS** suffers a loss and Insured chooses to make a **Claim** under the **Policy**, on condition that the **UAS** has been packaged in accordance with Insurer’s prior instructions, the coverage provided under this PART 3 of the Schedule will be extended to include accidental loss of or damage to the **UAS** arising from the risks covered during transportation to a repairer approved by Insurer.

**2. Exclusions applicable to this Section only**

**a. Wear and Tear, Breakdown**

- 1. Wear and tear, deterioration, breakdown, defect or failure howsoever caused in any **Unit** of the **UAS** and the consequences thereof within such **Unit**;
- 2. Damage to any **Unit** by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.

HOWEVER accidental loss of or damage to the **UAS** consequent upon 2(a) or (b) above is covered under Physical Damage above.

- b.** Any damages if the maximum permissible weight recommended by the manufacturer is exceeded when any **Payload** is attached.
- c.** **Theft** or attempted **theft** unless the **UAS** is stored in a locked building or shipping container or in a gated compound secured with a closed shackle padlock and the **theft** or attempted **theft** involves entry to, or exit from the building, shipping container or compound by forcible or violent means.
- d.** Inherent defect, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- e.** Unexplained loss or disappearance or inventory shortage.
- f.** Damages while being cleaned, repaired, inspected, worked on or maintained.
- g.** Confiscation, seizure, restraint, detention under the order of any Government/Public/Local authority.

- h. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- i. The cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.
- j. Deliberate damage to or neglect of **UAS** by **Insured**.
- k. Scratching, fogging or misting of any camera lens unless the **UAS** has suffered damage by the same cause and at the same time.
- l. Dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of storm or fire.
- m. Mysterious Disappearance of **UAS**
- n. Renting temporary replacement **UAS**, in the event of covered **damage** to the insured **UAS**
- o. **Damage** to ground electronic equipment for UAS operations
- p. Costs of reconstitution & recovery of data as a direct result of **damage** covered
- q. **BVLOS** operation of **UAS**
- r. Damage to **UAS** while Night Flying
- s. **Damage to UAS while in Transit**
- t. Loss or **damage** to **UAS** due to Hacking
- u. **WAR Risks:** Any damage arising out of 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.

(However, exclusions 'n' to 'u' can be deleted by add on covers to policy by the Insured, subject to payment of requisite premium and covers mentioned in Schedule.

## SECTION II –Third Party Liability

### 1. Coverage

- a. **Insurer** will indemnify **Insured** for all sums which Insured shall become legally liable to pay, and shall pay, as compensatory **damages** (including costs awarded against **Insured**) in respect of accidental Bodily Injury (fatal or otherwise) and accidental damage to property caused by the **UAS** or any object falling therefrom.
- b. **Insurer** will, subject to the sublimit within Third Party Liability limit, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defense or settlement of any Claim and the Insured's costs of representation at any civil Inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated claim against the Insured falling within the terms of this Policy.

### 2. Exclusions applicable to this Section only

- a. **Employees:** Injury (fatal or otherwise) or loss sustained by any director, employee or partner of Insured whilst acting in the course of their employment with or duties for Insured.
- b. **Operators:** Injury (fatal or otherwise) or loss sustained by any director, employee or partner of Insured whilst engaged in the operation of the UAS and other medical expenses in case of hospitalization.
- c. loss of or damage to any property belonging to Insured or in Insured care, custody or control;
- d. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement.
- e. Any liability arising out of the deliberate, willful or intentional non-compliance with any statutory provision.
- f. Any obligations for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement.
- g. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- h. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs.
- i. Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured.
- j. The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage.
- k. Pollution of any kind.
- l. Any Claim made, threatened or intimated against the Insured prior to the Policy Period.
- m. Any Claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim.
- n. Liability more specifically insured elsewhere.
- o. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
- p. **Bodily injury or property damage resulting from the release of a dispensable load from the UAS. Provided this exclusion shall not apply to any claim or suit caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in flight emergency causing abnormal aircraft operation.**
- q. **Invasion of Privacy:** Any liability arising out of invasion of privacy committed by insured whilst operating a UAS in accordance with the terms and conditions of this Policy.
- r. **Cyber Liability: Damages** (including costs awarded against **Insured**) in respect of Bodily Injury (fatal or otherwise) and Property Damage following the unlawful interference of any computer system, software program, computer code, computer process or any other electronic system used by a third party to seize control UAS whilst in-Flight with the intention of inflicting harm.
- s. **Personal and Advertising Injury Liability:**





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- i. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, agony, anguish or shock resulting therefrom.
- ii. Liability arising out of use of another's advertising idea in Insured advertisement; or Infringing upon another's copyright, trade dress or slogan in insured advertisement.
- t. Damage to any UAS shown in the Schedule not owned by Insured while such unmanned aircraft system is in Insured care, custody or control.
- u. **WAR Risks:** Any liabilities arising out of 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.

(However, exclusions 'b', 't' to 'x' can be deleted by add on covers to policy by the Insured, subject to payment of requisite premium and covers mentioned in Schedule.





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### SECTION III – ADD-ON COVERS

#### **ADD-ON COVER 1 - PERSONAL ACCIDENT COVER TO OPERATOR**

**Personal Accident cover to Operator:** In the event of any Bodily Injury/death is sustained by the Authorized Operator anywhere in India while operating UAS only during the Policy Period and arising out of an Accident, the Insurer will make payment as provided for below.

- a. If such injury shall within twelve calendar months of occurrence be the sole and direct cause of the Insured Person's death the company will pay the capital Sum Insured stated in the schedule against the name of such person.
- b. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the Insured Person's total and irrecoverable loss of sight of both eyes or of two limbs by physical separation at or above the wrist or ankle as the case may be or total and irrecoverable use of two hands or two feet or of such loss of sight of one eye and such loss by physical separation of one limb or of such loss of sight of one eye and such loss of total and irrecoverable use of one limb, the Company will pay the capital sum insured stated in the Schedule against the name of such person.
- c. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of the sight of one eye or of one limb by physical separation at or above the wrist or ankle as the case may or of total and irrecoverable use of one limb, the Company will pay fifty percent (50%) of the said capital sum insured.
- d. If such injury shall be the sole and direct cause of the Insured Person's temporary total disablement then so long as the Insured Person shall be totally disabled from following his/her usual employment and attending to business of any kind of Company will pay one percent (1%) of the said capital sum insured per week, for a period not exceeding 100 weeks.
- e. If such injury shall whilst not falling under Benefit No 'b' above, shall be the sole and direct cause of the insured Person becoming permanently totally and absolutely incapacitated from following his/her usual employment and attending to business of any kind then so long as the Insured person shall be so totally and absolutely incapacitated on satisfactory proof the company will pay five percent (5%) of the said capital sum insured per annum for a period not exceeding twenty years but the Company may at its option commute such payments by paying the insured a lump sum of not exceeding one hundred per cent (100%) of the said capital sum insured.
- f. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable.

INJURY	% of SI	INJURY	% of SI
1. Loss of Toes All	20%	7. Loss of Middle Finger	
Great – both phalanges	5%	Three Phalanges	6%
Great – One phalanx	2%	Two Phalanges	4%
Other than great, if more than One toe lost, each toe	1%	One Phalanx	2%
2. Loss of Hearing		8. Loss of Ring Finger	
Both Ears	50%	Three phalanges	5%
One Ear	15%	Two phalanges	4%
3. Loss of thumb & four fingers of one hand	40%	One phalanx	2%
4. Loss of four fingers	35%	9. Loss of Little Finger	
5. Loss of thumb, both phalanges	25%	Three phalanges	4%
One phalanx	10%	Two phalanges	3%
6. Loss of Index finger		One phalanx	2%
Three phalanges	10%	10. Loss of Metacarpus's	
Two phalanges	8%	First or Second (additional)	3%
One phalanx	4%	Third, Fourth or Fifth (additional)	2%
Any other Permanent Partial Disablement		Percentage as assessed by the Doctors	

- g.** In the event of death of the Insured Person outside his/her residence, the Company shall reimburse in addition to amounts payable under Benefit No 'a', expenses incurred for transportation of Insured Person's dead body to the place of residence subject to a maximum of two point five percent (2.5%) of the capital sum insured or Rs. 5000/- whichever is less.
- h. Provisions:** Provided always that
- 1.No weekly payments shall become due from the Company under Benefit No. (d) until the amount thereof has been ascertained and agreed. If nevertheless such payments be made, the amount thereof shall be deducted from any lump sum that may become claimable in respect of the same accident.
  - 2.The total sum payable under this Policy in respect of any one or more accidents occurring during any one period of this Policy shall not exceed in respect of any one Insured person in all the capital sum for which he is Insured.
  - 3.The Insured alone or the case of his death his legal personal representatives shall have the sole and exclusive right of receiving any payment or of enforcing any claim under this Policy. Save as aforesaid no person whether specified in the Schedule hereto or not shall acquire any rights whatsoever against the company under or by virtue of this Policy.
- i. Exclusions :** No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. suicide, attempted suicide or self-inflicted injury or illness;
2. any mental dysfunction or disorder, or psychosomatic dysfunction or disorder;
3. the use or misuse of any drugs, alcohol, intoxicants or hallucinogens;
4. stroke, epileptic fit or other cramp like attacks or convulsions unless caused by an insured event under this Cover;
5. deliberate or intentional criminal act of the Authorized Operator;
6. any accident resulting from war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority;
7. any consequential losses of any kind, and/or any actual or alleged legal liability of the Authorized Operator;
8. whilst engaging in adventure sports or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. any accident suffered by the Authorized Operator on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs;
10. any accident caused either directly or indirectly by nuclear energy, radiation;
11. curative treatments or interventions that the Authorized Operator performs or has had performed on his body;
12. venereal or sexually transmitted disease;
13. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused;
14. Including treatment thereof pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing;
15. Pregnancy Exclusion Clause: the insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly from pregnancy or in consequence thereof.

**j. Conditions :**

1. Where claim payment has been made owing to disappearance of insured person following an accident, if after the payment of accidental death claim, it is found that the insured person has survived the accident, then the policyholder must refund the payment back to the company in consideration of the obligatory guarantee as provided during the claim.

2. The Insured shall give immediate notice in writing to the Company of any change of occupation or name of any Insured Person or of any disease, physical defect or infirmity with which any Insured Person becomes affected or of any other circumstances which may materially alter or affect the risk and the Company shall not be liable in respect of any claim



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arising directly or indirectly from any such alteration of circumstance until it shall expressly agree thereto in writing.

- k. Note:** In the event of Insured being an organization/entity/firm this cover shall be available only to the Authorized Operator.

#### **ADD-ON COVER 2- ACCIDENTAL MEDICAL EXPENSES TO OPERATOR**

It is hereby agreed and declared that if Insured/ Authorised Operator are Hospitalized on advice of a Doctor because of a Bodily Injury sustained during the Policy Period and arising out of Flight of the covered UAS for Insured Use, then the Insurer shall reimburse reasonable and customary medical expenses incurred up to a maximum Sum Insured as shown in the Schedule for this cover aggregate in any one Policy Period. The medical expenses reimbursable would include:

- a.** The reasonable charges that the Insured/ Authorised Operator necessarily incur on the advice of a Doctor for In-patient Care in a Hospital for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables.
- b.** Ambulance charges for carrying the Insured/ Authorised Operator from the site of accident to the nearest hospital, subject to a limit of Rs. two point five percent (2.5%) of the capital sum insured or Rs. 5000/- whichever is less.
- c. Exclusions :** Same as applicable to Add-on cover 1) PERSONAL ACCIDENT COVER TO OPERATOR

#### **ADD-ON COVER - 3 - INVASION OF PRIVACY COVER**

It is hereby agreed and declared that on payment of additional premium, the policy is extended to cover invasion of privacy committed by You, whilst operating a UAS in accordance with the terms and conditions of this Policy, during the Period of Insurance. Insurer will indemnify You against the sums that You are legally liable to pay as compensation subject to INR \_\_\_\_\_ any one offence and in the annual aggregate.

- a.** For the purposes of this endorsement an "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 subject to the Policy terms, conditions, limitations and exclusions.

#### **ADD-ON COVER – 4 - ALTERNATE HIRING CHARGES**



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It is hereby agreed and declared that on payment of additional premium, the policy is extended to cover reasonable cost of renting temporary replacement UAS, in the event of covered damage to the insured UAS can be economically repaired or replaced, to enable the Insured to continue with his business or operation whilst repairs are being made.

- a. The cover may be granted only for Insured UAS used for Commercial Use.
- b. The alternate hire charges recoverable under the policy may be actual charges incurred by the Insured to hire a UAS hire charges payable under the policy are exclusive of any import charges or custom duty.
- c. Cover limit: For a maximum period of 30 days or hire cost reach Rs. \_\_\_\_\_ any one occurrence, which ever occur first.

**ADD-ON COVER – 5-LOSS OR DAMAGE TO UAS DUE TO HACKING**

It is hereby agreed and declared that on payment of additional premium for this policy, it is agreed to cover necessary and reasonable costs insured would incur upto limit of INR \_\_\_\_\_ with insurer prior written consent to repair or replace the affected part of any computer system if, during the period of insurance, a hacker damages, destroys or alters your UAS.

**a. Exclusions :**

1. Claims arising out any malware/program written or created by Insured, employee or any one outsourced partner contracted by insured and under insured supervision.
2. Claims arising out any malware/program which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to you by a hacker of your computer system.
3. Any electrical, mechanical, software, telecommunications, satellite or internet failure and / or interruption, including but not limited to surge, current, voltage or energy spike, brownout or blackout, outages to fuel, battery, water or telecommunications.
4. Claims arising out of Flight when malfunctioning was observed /evident in the ground condition itself.

**b. Conditions:**

1. The UAS/Associated components shall have updated with latest OS/Firmware/Patch available from Manufacturer from time to time. UAS shall not be used, If the manufacture has declared End of Support of the UAS.
2. The UAS/Associated components shall be deployed with reasonable protection mechanisms such as Antimalware/Firewall etc.

**ADD-ON COVER – 6- CYBER LIABILITY COVER**

It is hereby agreed and declared that on payment of additional premium, the section of the policy is extended to cover compensatory damages (including costs awarded against insured) in respect of Bodily Injury (fatal or otherwise) and Property Damage following the unlawful interference of any computer system, software programme, computer code, computer process or any other electronic system that enables a third party to seize control of UAS whilst in-Flight with the intention of inflicting harm. The limit of Our liability in respect of the coverage provided by this Endorsement shall be sublimited to INR \_\_\_\_\_ any one occurrence and in the annual aggregate.

**a. Exclusions**

1. Same as applicable to Add-on cover 5-Loss or Damage to UAS due to Hacking

**b. Conditions:**

1. Same as applicable to Add-on cover 5-Loss or Damage to UAS due to Hacking

**ADD-ON COVER – 7-BVLOS COVER**

It is hereby agreed and declared that on payment of additional premium, the policy is extended to cover BVLOS operations.

**a. Conditions:**

1. Any authorized UAS operator operating a UAS, insured under this policy, beyond visual line of sight, must hold a valid permit and/or authorization from the relevant governing Aviation Authority.
2. The operator should have minimum 100 Hrs BVLOS Flying experience in Same Category of UAS.

**ADD-ON COVER – 8- NIGHT FLYING COVER**

It is hereby agreed and declared that on payment of additional premium, the policy is extended to cover UAS Night Flying.

**a. Conditions:**



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1. Any authorized UAS operator operating a UAS, insured under this policy, during the hours of darkness, must hold a valid permit and/or authorization from the relevant governing Aviation Authority.
2. The operator should have minimum 100 Hrs Night Flying experience in Same Category of UAS.
3. The UAS shall be equipped with night vision cameras.

**ADD-ON COVER – 9- LOSS OR DAMAGE TO UAS SPARES**

The insurer will pay for physical loss of or damage to UAS spares, inclusive of theft, occurring during the period of insurance, being Insured's property or the property of others for which the Insured is responsible, whilst such property is in Insured's care, possession, custody or control on the ground, or whilst in transit by any conveyance, up to the limit as shown in the schedule, less any applicable deductible.

**a. Exclusions**

1. Loss of or damage to UAS spares occurring at any time after the commencement of the operation of fitting it to or placing it on board the UAS to which it is destined.
2. Loss of or damage to detachable payloads.
3. Loss of or damage to an engine/motor occurring during the running or testing.
4. Loss or damage caused by mechanical or electrical derangement.
5. Loss or damage caused by wear, tear or deterioration.
6. Loss or damage caused by rot, fungus, mould, vermin, infestation, rust, oxidation, warping or shrinkage.
7. Loss or damage caused by dryness or humidity, or exposure to light or extreme temperatures, unless this results from high winds of destructive nature, rainstorm, hailstorm or snowstorm or fire.
8. Loss or damage caused by seepage, pollution or contamination.
9. Depreciation in value of the UAS spares.
10. Theft or attempted theft of the UAS spares:
11. By insured or with insured's knowledge or consent; or By others.
12. However, theft by others involving violent or forcible entry to or exit from a building, shipping container, gated compound secured with a closed shackle padlock, or locked boot, trailer, roof box or locked compartment of a motor vehicle, is covered under this section provided all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft and UAS spares are kept out of sight at all times.
13. Loss or damage caused by maintenance, repair, renovation, restoration, modification or any similar process except where the UAS spares are being cleaned, repaired, inspected, worked on or maintained by a third party for whose acts or omissions insured are vicariously liable.



14. Claims arising from insured's failure to take all reasonable care/measures to protect the UAS spares at all times.
15. Unexplained loss or disappearance or inventory shortage of UAS spares.
16. Loss or damage occurring whilst the UAS spares, when in transit or storage, are not packed in accordance with manufacturer guidelines or a securely locked and padded UAS spare parts storage case.
17. Loss or damage caused by WAR Risks: Any damage arising out of 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. Conditions:**

1. Insured shall keep a proper record of all items of UAS spares from time to time insured under this section and of the value of each item.
2. Unless the insurer elects to take the UAS spares as salvage the UAS spares shall at all times remain insured's property and insured shall have no right of abandonment to the insurer.
3. All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this section shall be applied as if recovered or received prior to that settlement and all necessary adjustments shall be made by the parties thereto.

**ADD-ON COVER – 10-UAS IN TRANSIT COVER**

The Policy is extended to insure the UAS in the insurance Schedule of the Policy to which this Add on is attached against Loss, Theft or Accidental Damage occurring while in transit by any means within the Geographical Limits stated in the Insurance Schedule. Insurer shall only be liable to the extent that any other valid insurance has not been issued.

**a. Exclusions:**

1. Loss or damage occurring to an insured UAS while in Flight.
2. loss from or damage in or on unattended vehicles.

**b. Conditions:**

1. Insured property is packed and unpacked for transit by competent professional packers and in accordance with manufacturers guidelines.
2. Insured must ensure that all fire alarm and security systems, locks and all other physical protections are fully engaged whenever UAS is left unattended.

**ADD-ON COVER – 11- LOSS OR DAMAGE TO GROUND ELECTRONIC EQUIPMENT**



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It is hereby agreed and declared that on payment of additional premium under this policy, it is agreed to cover necessary and reasonable costs of loss or damage to ground electronic equipment for UAS operations as a direct result of damage covered under this section subject to not exceeding INR\_\_\_\_\_. The indemnity for the same shall be strictly on repair or replacement basis. **The ground electronic equipment would constitute additional computer systems that did not form part of the original specification of the UAS(Aerial System/ Remote/Ground Control/Payload) used to create survey plans, backing up UAS data etc.**

**a. Exclusions:**

1. Faults/defect existing at the commencement of the present insurance and within the knowledge of the Insured.
2. Loss / damage falling under the terms of the Maintenance agreement
3. Loss / damage where the manufacturer or supplier is responsible
4. Loss / damage where the owner is responsible (rented equipment)

**b. Conditions:**

1. The insured shall ensure Maintenance Agreement in force at the inception of this policy and maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

**ADD-ON COVER – 12- LOSS OF ELECTRONIC DATA**

It is hereby agreed and declared that on payment of additional premium for this policy, it is agreed to cover necessary and reasonable costs of reconstitution & recovery of data as a direct result of damage covered under this section subject to not exceeding INR\_\_\_\_\_.

**a. Exclusions:**

1. Liability to a third party due to Loss of Electronic Data
2. Any losses due to a mistake in processing electronic data, or mistakes made in the design, implementation or support of your computer systems or networks, unless those mistakes result in a fire that subsequently destroys the data.
3. Any losses to electronic data if those losses are a result of Insured/ employees' actions, whether intentional or not.
4. Any loss arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields.

**b. Conditions:**

1. The insured shall back-up data at least once a week and keep the copies at an alternate storage site.

**ADD-ON COVER – 13- PERSONAL AND ADVERTISING INJURY LIABILITY**

In consideration of the payment of the premium for this policy, and subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement, it is agreed that:

**a. Insuring Agreement.**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of personal and advertising injury to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for personal and advertising injury to which this insurance does not apply or when this insurance is excess. We may at our discretion investigate any offense and settle any claim or suit that may result. But:
  - I. The amount we will pay for damages is limited as described in paragraph 4 of this endorsement, and
  - II. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under section 1- Liability.
2. This insurance applies to personal and advertising injury caused by an offense arising out of use of any unmanned aircraft system by you or on your behalf, but only if the offense was committed in the coverage territory and during the policy period.

**b. Definition:**

1. Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

For the purposes of this definition:

- I. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - II. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. Personal and advertising injury means injury, including consequential bodily injury, arising out of one or more of the following offenses:
- I. False arrest, detention or imprisonment;
  - II. Malicious prosecution;
  - III. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - IV. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - V. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - VI. The use of another's advertising idea in your advertisement; or
  - VII. Infringing upon another's copyright, trade dress or slogan in your advertisement.

**c. Exclusions.**

In addition to the exclusions contained in GENERAL POLICY EXCLUSIONS applicable to all sections, including those applicable to Section 1 - LIABILITY ONLY, the insurance afforded by this endorsement does not apply to:

1. **KNOWING VIOLATION OF RIGHTS OF ANOTHER** : Personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury.

2. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY : Personal and advertising injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
3. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD: Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.
4. CRIMINAL ACTS: Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.
5. CONTRACTUAL LIABILITY: Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion (e) does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
6. BREACH OF CONTRACT: Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your advertisement.
7. QUALITY OR PERFORMANCE OF GOODS – FAILURE TO CONFORM TO STATEMENTS: Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement.
8. WRONG DESCRIPTION OF PRICES: Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your advertisement.

9. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET: Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. This exclusion (i) does not apply to infringement, in your advertisement, of copyright, trade dress or slogan.
10. INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES: Personal and advertising injury committed by an insured whose business is: Advertising, broadcasting, publishing or telecasting; Designing or determining content of web-sites for others; or An Internet search, access, content or service provider. This exclusion does not apply to Paragraphs (i), (ii) and (iii) of the definition of personal and advertising injury. For the purposes of this exclusion (j), the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.
11. ELECTRONIC CHATROOMS OR BULLETIN BOARDS: Personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
12. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT: Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
13. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

**d. Limits of our Liability.**

Regardless of the number of:

- I. persons or organizations who are Insureds,
- II. persons or organizations who sustain personal and advertising injury, or
- III. claims made or suits brought on account of personal and advertising injury, our liability is limited as follows:
  1. the PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT shown in the schedule of this endorsement shall be a part of and not in addition to the Each Occurrence limit of liability for Section 1, set forth in the Declarations. Our Each Occurrence limit of liability for Section I is the most we will pay for the sum of damages under Section I because of all bodily injury and property damage arising out of any one occurrence and damages because of personal and advertising injury, if damages because of personal and advertising injury are also sought in any claim or suit seeking damages because of bodily injury or property damage.
  2. subject to (1) above, the PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT shown in the schedule of this endorsement is the most we will pay for damages because of all personal and advertising injury.

Aggregate limits described in this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last



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preceding period for purposes of determining the Limit of Insurance or deductible. No aggregate limit shall be increased by successive claims or suits or from offense to offense.

**e. GENERAL CONDITIONS : Duties in the Event of Occurrence, Offense, Physical Damage, Claim or Suit.**

1. You must see to it that the Policy Issuing Office shown in the Declarations is notified as soon as practicable of an occurrence or offense that may result in a claim or suit, or of any physical damage sustained that may result in a claim. In the event of theft, robbery or pilferage you shall also give notice to the police. To the extent possible, notice should include:
  - I. How, when and where the occurrence, offense or physical damage took place;
  - II. The names and addresses of any injured persons and witnesses; and
  - III. The nature and location of any injury or damage arising out of the occurrence, offense or physical damage.
2. If a claim is made or suit is brought against any insured, you and any other involved insured must immediately:
  - I. Record the specifics of the claim or suit and the date received; and
  - II. Send copies of any demands, notices, summonses or legal papers received in connection with the claim or suit to the Policy Issuing Office shown in the Declarations.
3. You and any other involved insured must:
  - I. Authorize the Policy Issuing Office shown in the Declarations to obtain records and other information;
  - II. Cooperate with the Policy Issuing Office shown in the Declarations in the investigation or settlement of the claim or defense against the suit; and
  - III. Assist the Policy Issuing Office shown in the Declarations, upon its request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
  - IV. No insured will, except at that insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Policy Issuing Office shown in the Declarations.

**Schedule of limit: PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT as mentioned in policy schedule.**



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**ADD-ON COVER – 14 -LIABILITY FOR DAMAGE TO UNMANNED AIRCRAFT SYSTEMS THAT YOU DO NOT OWN**

It is hereby agreed and declared that on payment of additional premium for this policy, it is agreed, The provisions of Exclusions (i) applicable to SECTION II – Third Party Liability shall not apply to property damage to any unmanned aircraft system shown in the Schedule below while such unmanned aircraft system is in your care, custody or control. Insurer will pay for damages because of property damage to any unmanned aircraft system shown in the Schedule below is the limit shown in the Schedule below, which shall be part of and not in addition to the “Each Occurrence” limit shown in the Declarations.

**a. Exclusions**

1. The insurance afforded by this endorsement does not apply to property damage to any unmanned aircraft system owned in whole or in part or leased for more than thirty (30) days by any insured;

**ADD-ON COVER – 15- War Liabilities (AVN 52E amended for drones)**

WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B. Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of UAS. The limit of Our liability in respect of the coverage provided by this Endorsement shall be as per schedule any one occurrence and in the annual aggregate (the “sub-limit”). This sub-limit shall apply within the full Policy limit and not in addition thereto.

**a. Conditions**

1. To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:
  - i. All cover - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People’s Republic of China, the Russian Federation, the United Kingdom, the United States of America.
  - ii. Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B - upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured UAS may be involved.
  - iii. All cover in respect of any of the Insured UAS requisitioned for either title or use – upon such requisition PROVIDED THAT if an Insured UAS is in the air when (i), (ii) or (iii) occurs,



then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such a UAS until completion of its first landing thereafter.

**b. Review and Cancellation**

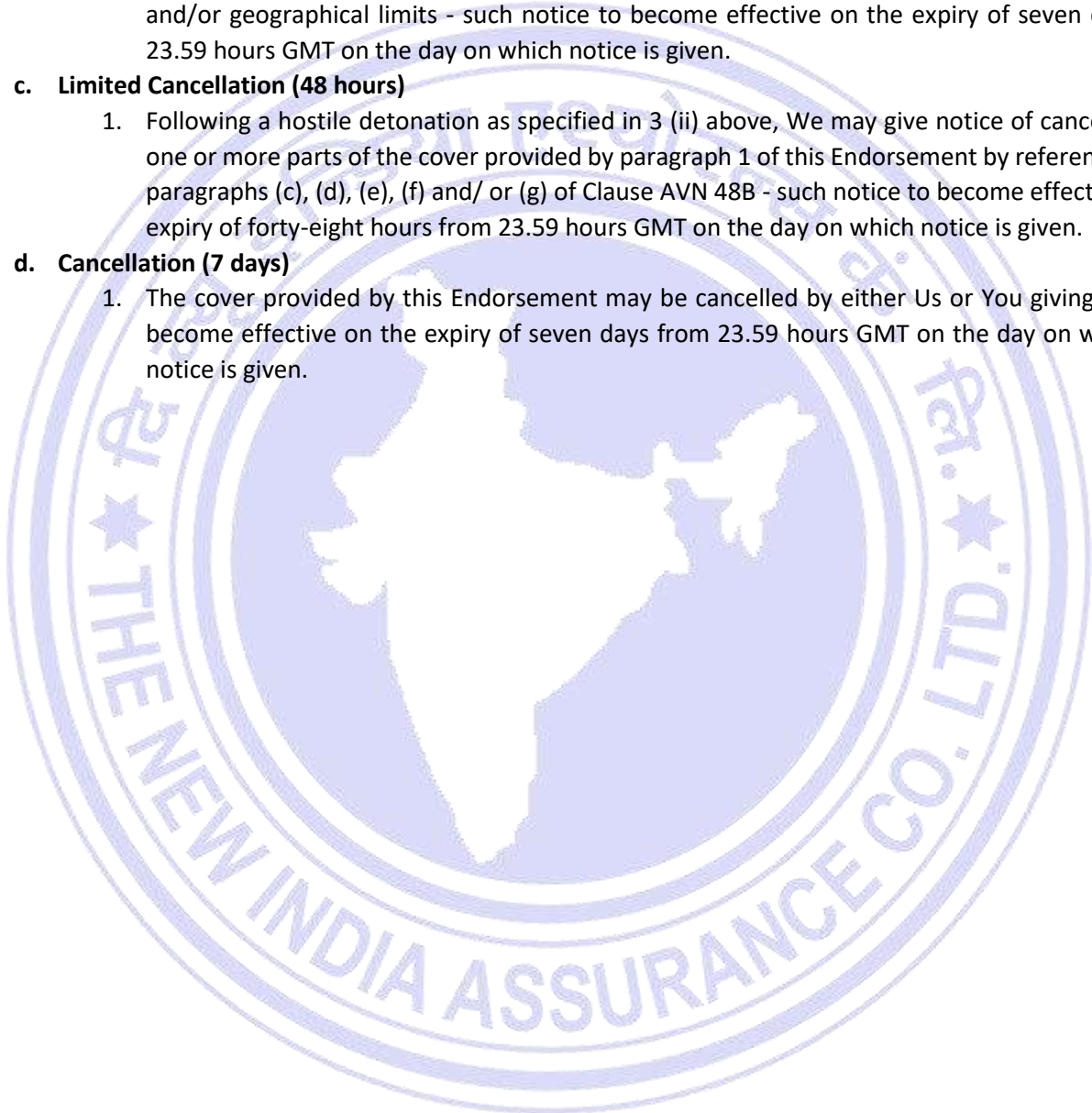
1. Review of Premium and/or Geographical Limits (7 days) We may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.

**c. Limited Cancellation (48 hours)**

1. Following a hostile detonation as specified in 3 (ii) above, We may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to subparagraphs (c), (d), (e), (f) and/ or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

**d. Cancellation (7 days)**

1. The cover provided by this Endorsement may be cancelled by either Us or You giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.





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### (C) GENERAL CONDITIONS

Insured shall observe and fulfil the following Conditions Precedent. If Insured fails to observe and fulfil the following Conditions Precedent, then Insurer shall not be liable for any Claim arising in any circumstances.

1. **Due Diligence** : Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.
2. **Compliance with Air Navigation regulations:** Insured shall comply with all air navigation and airworthiness orders rules and other requirements issued by any competent authority affecting the safe operation of the UAS and shall ensure that the UAS is airworthy at the commencement of each Flight. All Log Books and other records in connection with the UAS which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to Insurer or their agents on request. Insured employees and agents shall comply with such orders and requirements.
3. **Claims Procedure** : Immediate notice of any event likely to give rise to a Claim under this Policy shall be given as stated in Schedule. In all cases Insured shall :
  - i. furnish full particulars in writing of such event and forward immediately notice of any Claim with any letters ,police report (mandatory for theft)or documents relating thereto;
  - ii. give notice of any impending prosecution;
  - iii. render such further information and assistance as Insurer may reasonably require;
  - iv. not act in any way to the detriment or prejudice of Insurer interests;
  - v. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by Insured without Insurer written consent. Insurer shall be entitled, if Insurer so desire, to take over and conduct in Insured name for Insurer own benefit any Claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any Claim, and Insured shall give all such information and assistance as Insurer may require.
4. **Material Change** : If after this Policy has been effected, the risk is materially altered, such alterations must be notified in writing to Insurer immediately.
5. **Multiple UAS Operation:** This Policy is issued strictly on the basis that Insured may only fly not more than 5 (five) UAS at any one time.
6. **Claims Control:** Insurer shall be entitled (if insurer so elect) at any time and for so long as Insurer desire to take absolute control of all negotiations and proceedings and in Insured name to settle, defend or pursue any Claim.
7. **Variation in Risk:** Insured shall be under a continuing duty, during the Period of Insurance, to notify Insurer immediately of any changes which increase the risks which have been presented to Insurer. Such changes shall be subject to agreement by Insurer and may require an additional premium to be charged. There shall be no coverage for any Claims resulting from any changed element of the risk unless the changed element of the risk has been notified to and agreed by Insurer .
8. **Assignment:** This Policy shall not be assigned in whole or in part under any circumstances.
9. **Not Marine Insurance:** This Policy is not, and the parties hereto expressly agree, that it shall not be construed as a policy of marine insurance.

10. **Limit(s) of Indemnity** : Notwithstanding the inclusion herein of more than one of Insured, whether by endorsement or otherwise, Insurer total liability in respect of any and or all of Insured shall not exceed the Limit(s) of Indemnity stated in this Policy.
11. **False and Fraudulent Claims** : Insured, or in relation to UAS Operator, an Insured Person, shall not in the presentation and furtherance of any Claim:
- i. deliberately or recklessly conceal from Insurer any information that Insured know or ought to know, might be material to Insurer consideration of any Claim;
  - ii. provide to Insurer information, which Insured know to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
  - iii. otherwise use fraudulent means or devices, including suppressing a known defense to Insurer liability.
  - iv. In any such event Insurer shall have the option to refuse to pay the whole or any part of the Claim.
  - v. Insurer will shall also have the option to:
    - i. terminate the cover provided by the Policy to Insured or any other Person covered by this Policy with effect from the date of the event relied upon for the Claim;
    - ii. recover any sums paid to Insured in respect of losses occurring on or after the date of the event relied upon for the Claim; and retain any and all premium paid by Insured.
    - iii. If any provision of this condition is in conflict with the law governing the Policy, it shall be of no effect to the extent of such conflict.
12. **Disclosure to information norm:** The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.
13. **Dismantling and Repairs**
- i. No dismantling or repairs shall be commenced without Insurer consent 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. Insurer will pay only for repairs, labor, and materials by the most economical method.
14. **Basis of Indemnity**
- i. If in the event that Insurers settle a claim other than on the basis of a Total Loss the Insurers will pay the cost of repairing the Aircraft less:
    - a) any applicable deductible specified in the Policy Schedule and
    - b) an amount for wear and tear of any Unit. This will be calculated as the proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.
  - ii. In the case of a Total Loss/Constructive Total Loss [CTL] the Company shall indemnify the Insured in respect of the restoration or replacement costs not exceeding the Insured Value less any applicable deductible as specified in the policy schedule. The replacement shall be of the same make and type and in reasonably like condition unless otherwise agreed.
  - iii. Should the Insurer exercise its option to pay for or replace the UAS the Insurer will take the UAS together with all documents of record, registration and title thereto as Salvage.

- iv. The Company may at its option and sole discretion repair, reinstate, refurbish or replace the UAS damaged or destroyed, or any part thereof through any repairer/dealer or the manufacturer of respective UAS instead of paying the amount of loss or damage. The Company shall be entitled to retain any defective part replaced under the Policy. The Company shall be entitled to retain any defective part replaced under the Policy.
  - v. 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.
  - vi. Insurer will not pay any amount towards **Betterment** of RPAS and due allowance will be made for such **Betterment** in the assessment of loss.
  - vii. If Insurer exercise their option to pay for or replace the UAS(s) and/or Associated Equipment:
    1. Insurer may take the UAS(s) and/or Associated Equipment (together with all documents of record, registration and title thereto) as salvage;
    2. The cover afforded by this Section is terminated in respect of the UAS(s) and/or Associated Equipment even if the UAS(s) and/or Associated Equipment is retained by Insurer for valuable consideration or otherwise.
15. **No Abandonment:** Unless Insurer elect to take the UAS(s) and/or Associated Equipment as salvage the UAS(s) and/or Associated Equipment shall at all times remain Insured's property and Insured shall have no right of abandonment to Insurer.
  16. **Other Insurance:** No Claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on Insured behalf without Insurer knowledge or consent.
  17. The Insured's interest in this Policy shall not be prejudiced by any act of omission or default of any other party unless such party acted on behalf of the Insured or with the knowledge and consent of the Insured or if the Insured was aware of the act omission or default but did not inform the Insurer.
  18. If required by the Company, its representatives and appointees, including a loss assessor or a surveyor appointed in that behalf, shall in case of any loss /damage or any circumstances that have given rise to a claim under the Policy be permitted at all reasonable times to examine into the circumstances of such loss /damage. The Insured shall, on being required so to do by the Company, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.
  19. **Contribution :** If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favor of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
  20. **Subrogation :** Upon an indemnity being given or a payment being made by Insurer under this Policy, Insurer shall be subrogated to Insured rights and remedies and Insured shall co-operate with and do all things necessary to assist Insurer to exercise such rights and remedies.
  21. **Fraud :** If the Insured or any one acting on his behalf shall make or advance any claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used to obtain any benefits under the Policy or if the Loss or damage be occasioned by the willful act, or with the

connivance of the Insured, all benefits under the Policy shall be void and all claims or payments thereunder shall be forfeited.

**22. Cancellation :**

- i. Insurer may cancel this insurance by giving insured, at least 15 days' written notice, and if no claim has been made then we shall refund a pro-rata premium for unexpired policy period. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or Insured's non-cooperation. If the Policy is cancelled by the Company on grounds of fraud by the Insured, the Company shall not be liable to pay any refund to the Insured.
- ii. This policy may be cancelled by the Insured at any time by giving at least 7 days' written notice to the Insurer. The Insurer will refund premium according to the Insurer's Short Period Rates set out below:

Period of Risk	Amount of Premium to be Retained
Upto 1 month	20 % of the Annual Premium.
1 month and above, up to 2 months	30 % of the Annual Premium.
2 months and above, up to 3 months	40 % of the Annual Premium.
3 months and above, up to 4 months	50 % of the Annual Premium.
4 months and above, up to 5 months	60 % of the Annual Premium.
5 months and above, up to 6 months	70 % of the Annual Premium.
6 months and above, up to 7 months	75 % of the Annual premium.
7 months and above, up to 8 months	80 % of the Annual Premium.
8 months and above, up to 9 months	85 % of the Annual Premium.
9 months and above	Full Annual Premium.

- iii. The above is applicable provided the Insured has not made any Claim under the Policy during the Policy Period. No refund of premium shall be due if the Insured has made a Claim under this policy.

**23. Automatic Termination:** The cover for the Insured shall terminate immediately in the event of admissible claim and settlement of 100% of Sum Insured mentioned against respective section in the Policy Schedule.

**24. Dispute Resolution**

- i. If any dispute or difference shall arise as to the quantum of claim to be paid under this Policy (liability/claim being otherwise admitted by the Company), such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the Company and the respective Insured or if they cannot agree upon a single arbitrator within 30 days of any party [the Company or the respective Insured] invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of who are 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 from time to time. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.

- ii. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted/admitted the liability/claim under the Policy.
- iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit read with this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- iv. It is also hereby further expressly agreed and declared that if the Company shall disclaim/repudiate the liability to the respective Insured for any claim under the Policy, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then all benefits under the Policy shall be forfeited and the rights of Insured shall stand extinguished and the liability of the company shall also stand discharged.
- v. In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts subject to other clauses herein.

#### 25. Notices

- i. Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Policy Schedule.
- ii. Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Policy Schedule.

**26. Governing Law:** The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. Subject to Condition 24 (Dispute Resolution) above, for any dispute under this policy the courts of India will have exclusive jurisdiction to hear and determine any such dispute.

27. **Entire Contract:** This Policy constitutes the complete contract of insurance for the Insured. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.
28. **Two or more UAS:** When the insurance afforded by this policy applies to two or more UAS the terms of this policy shall apply separately to each.
29. **Deregistration of UAS :** Where an unmanned aircraft system registered is either permanently lost or permanently damaged, Insured shall submit copy of application in Form D-3 on the digital sky platform and transaction number generated by the digital sky platform.
30. **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



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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) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**



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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 exclusions. This Policy does not apply: -

1. **Illegal Uses:** Whilst the UAS(s) and/or Associated Equipment is being used for any illegal purpose or for any purpose other than those stated in Schedule and as defined in the Definitions.
2. **Geographical Limits:** Whilst the UAS and/or Associated Equipment is outside the geographical limits stated in Schedule unless due to force majeure.
3. **Operator:** Whilst the UAS and/or Associated Equipment is being operated by any person other than as stated in the Schedule.
4. **Landing and Take-off Areas:** Whilst the UAS and/or Associated Equipment is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by Aviation Authority or the manufacturer of the UAS and/or Associated Equipment except as a result of force majeure.
5. **Contractual Liability:** To liability assumed or rights waived by Insured under any agreement except to the extent that such liability would have attached to Insured in the absence of such agreement.
6. **Period of Insurance:** To Claims occurring outside of the period starting and ending dates as shown in the Certificate of Insurance.
7. **Non- Contribution:** To Claims which are payable under any other policy or 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. **War Risks:** To Claims excluded by the attached War, Hijacking and Other Perils Exclusion Clause.
9. **Nuclear Risks:** To Claims excluded by the attached Nuclear Risks Exclusion Clause.
10. **Date Recognition:** To Claims excluded by the attached Date Recognition Exclusion Clause.
11. **Asbestos Exclusion:** Claims excluded by the attached Asbestos Exclusion Clause.
12. **Noise and Pollution and Other Perils:** To Claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.
13. **Scratching/Fogging:** In respect of Claims made for scratching and/or fogging of camera lenses or mechanical derangement unless arising out of an accident, covered under this Policy, to the UAS to which it is fitted.



**(E) DEFINITION**

1. **"ACCIDENT(S)"** means any one accident or series of accidents arising out of one event.
2. **"BODILY INJURY"** means mental injury, sickness, disability, disease or death.
3. **"CLAIM(S)"** means any written or oral demand for damages or any civil, arbitration or adjudication proceedings including counter Claim or appeal. Claim also means an event that may result in a Claim being made against Insured.
4. **"DISAPPEARENCE"** means if the UAS is unreported for sixty days after the commencement of Flight.
5. **"DRONE/UAS/UAV/RPAS"** means the Drone as described in the Schedule herein and in addition to the airframe shall include power plants, propellers, rotors, ground station, the control box and appliances physically forming part of the Drone at the inception of the coverage.
6. **"EXCESS/DEDUCTABLE"** means the amount that is to be paid by the Insured and is deducted from each claim. If a claim is less than the amount of the excess/deductible, then insured will bear all of the claim
7. **"FLIGHT"** means from the time the UAS is switched on, moves forward in taking off or attempting to take off, whilst in the air, and until the UAS completes its landing run. A rotary-wing UAS shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
8. **"ASSOCIATED EQUIPMENT"** means any after-market ground station, control box, other ground- based equipment and detachable appliances, used in the operation of the UAS and that did not form part of the original specification of the UAS as retailed by the manufacturer and declared at the inception of the coverage".
9. **"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 a Unit is required.
10. **"OVERHAUL COST"** means the costs of labor and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.
11. **"OPERATOR"** means the person who is operating, controlling or UAS operating the UAS and who is properly trained and qualified to do so, who must comply with all air navigation and airworthiness orders rules regulations and other requirements issued from time to time by any competent authority affecting the safe operation of the UAS.
12. **"PERIOD OF INSURANCE"** means the period starting and ending on those dates as shown in the Certificate of Insurance.
13. **"POLICY"** means the policy wording in conjunction with the insurance Schedule that outlines the terms and conditions of the legal contract between Insured and Insurer.
14. **"PROPERTY DAMAGE"** means the physical injury to tangible property, excluding any resultant loss of use, possession or control of that property. Any loss of use shall be deemed to occur at the time of the physical injury that caused it. Under this insurance, electronic data is not tangible property.
15. **"THEFT"** means the unauthorized taking of the UAS and/or Associated Equipment by a third party with the intention of permanently depriving insured of said UAS and/or Associated Equipment. For unauthorised taking of the UAS and/or Associated Equipment to be deemed Theft, there must be signs of forcible entry.
16. **"UNIT"** means a part or an assembly of parts (including any sub-assemblies) of the UAS which has been assigned an Overhaul Life as a 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.

17. **"OCCURRENCE"** means an Accident or a continued or repeated exposure to conditions occurring during the Period of Insurance which results in Bodily Injury and/or Property Damage neither expected nor intended by insured.
18. **"FLOOD"** means rising surface or tidal water, or overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes).
19. **"STORM"** means high winds of a destructive nature, rainstorm, hailstorm or snowstorm.
20. **"ACTIVITIES COVERED"** means Business, and/or commercial activities as specified in the schedule, and continuation flying.
21. **"ANNUAL AGGREGATE"** means the total amount the insurer will pay as claims under this policy in the period of insurance. If the policy period exceeds one year, the annual aggregate will be increased proportionately in the ratio that the period in excess of the period of insurance bears to the period of insurance. The same method will be conversely applied for any period of insurance of less than a year.
22. **"BUSINESS"** means Insured's use of the UAS in the usual course their work and/or work duties. commencement of the operation of fitting it to from the moment the property ceases to be in contact with the ground or the trolley/stand on which it is located when the process of fitting it to the UAS is commenced.
23. **"COMMERCIAL"** means Insured's use of the UAS for the benefit of third parties, in exchange for remuneration, as identified in the information supplied to the insurer when applying for this insurance.
24. **"COMPUTER MALWARE"** means programming code or series of instructions designed to achieve an unexpected, unauthorised, undesirable effect or operation when loaded onto a system or ground control station, transmitted via networks, extranets, internets or electronic mail or attachments thereto.
25. **"CONTINUATION FLYING"** means insured's use of the UAS outside the course of your business, for the purpose of maintaining insured's skill and proficiency of operation on the UAS as stated on the Schedule or whilst participating in or on a UAS training course/school/academy.
26. **"DETACHABLE PAYLOADS"** means photographic/video/other equipment carried by the UAS that is removable and/or interchangeable from the UAS.
27. **"ENDORSEMENT"** means any special terms and conditions added to this policy.
28. **"FORCE MAJEURE"** means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided.
29. **"GROUND CONTROL STATION"** means an interface which can be used to control/monitor single/ multiple UAS flights during flight. The interface may also provide effective control of both detachable payloads/ non-detachable payloads, potentially allowing data collated whilst in flight to be monitored.
30. **"INSURANCE BROKER"** means the party named in the schedule who acts as the Insured's agent.
31. **"INSURED/YOU/YOUR"** means the party named in the schedule.
32. **"INSURED VALUE"** means the market value of the UAS as determined by the insurer (inclusive of detachable payloads, and non-detachable payloads, where applicable) at the date of the loss or damage giving rise to a claim, taking into account all material aspects including age, wear and tear, and service history.
33. **"INSURER/WE/US/OUR/COMPANY"** means The New India Assurance Company Limited.
34. **"INVASION OF PRIVACY"** means data collected from the UAS whilst in flight and subsequently made available to third parties without the consent of the party to whom the data relates, including any breach of confidentiality, infringement, or violation of any right to privacy, or of any statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information.

35. **“NON-DETACHABLE PAYLOADS”** means photographic/video/other equipment carried by the UAS that forms an integral part of the UAS and is not intended to be removed from the UAS.
36. **“SCHEDULE”** means the part of this policy setting out information provided to the insurer that shows the insurance coverage and includes the schedule of UAS.
37. **“SCHEDULE OF UAS”** means the UAS covered by this policy and itemized in the schedule.
38. **“SUB-LIMIT”** means financial limitation in this policy on the amount of coverage available to cover a specific type of loss. A sub-limit is part of, rather than in addition to, the limit that would otherwise apply to that loss.
39. **“SYSTEM”** means the Computers, other computing and electronic equipment linked to a computer, hardware, or electronic data processing equipment owned or leased by the insured, not inclusive of the ground control station.
40. **“TOTAL LOSS”** means the physical damage to the UAS where in the reasonable opinion of the insurer:
  - i. The UAS is damaged to such an extent that it cannot economically be repaired;
  - ii. The cost of repairing the UAS is estimated to exceed the insured value as shown in the schedule; or
  - iii. The UAS cannot be located after 60 days after:
    - i. The commencement of flight and arising from the activities covered; or
    - ii. The date on which the theft was reported to the insurer.
41. **“TRANSIT”** means the carrying of the UAS and/or non-detachable payloads and/or spares from one location to another whilst packed in accordance with the relevant manufacturers’ guidelines or in a securely locked and padded UAS flight case.
42. **“BETTERMENT”** means improvement which would add value to the UAS.
43. **“BEYOND VISUAL LINE-OF-SIGHT (BVLOS) OPERATION”** means an operation in which the operator of the UAS does not use visual reference to the UAS in the conduct of flight.
44. **“NIGHT FLYING”** means when UAS is in flight between the period of sunset & sunrise as published by the Indian Meteorological Department.
45. **“UNIQUE IDENTIFICATION NUMBER (UIN)”** means the unique identification number issued for registering unmanned aircraft by the state of registry.
46. **“DIGITAL SKY PLATFORM”** means the online platform hosted by the Directorate General of Civil Aviation for various activities related to the management of unmanned aircraft system activities in India.
47. **“DRONE ACKNOWLEDGEMENT NUMBER(DAN)”** means the unique number issued by the digital sky platform under the voluntary disclosure scheme for unmanned aircraft systems in India;
48. **“GREEN ZONE”** means the airspace of defined dimensions above the land areas or territorial waters of India, upto a vertical distance of 400 feet or 120 meter that has not been designated as a red zone or yellow zone in the airspace map for unmanned aircraft system operations and the airspace upto a vertical distance of 200 feet or 60 meter above the area located between a lateral distance of 8 kilometer and 12 kilometer from the perimeter of an operational airport.
49. **“YELLOW ZONE”** means the airspace of defined dimensions above the land areas or territorial waters of India within which unmanned aircraft system operations are restricted and shall require permission from the concerned air traffic control authority. The airspace above 400 feet or 120 meter in the designated green zone and the airspace above 200 feet or 60 meter in the area located between the lateral distance of 8 kilometer and 12 kilometer from the perimeter of an operational airport, shall be designated as yellow zone;

50. **“RED ZONE”** means the airspace of defined dimensions, above the land areas or territorial waters of India, or any installation or notified port limits specified by the Central Government beyond the territorial waters of India, within which unmanned aircraft system operations shall be permitted only by the Central Government.
51. **“SPARES”** means all equipment owned by the insured and designed to be fitted to or forming part of the UAS and ancillary equipment exclusively associated with the activities covered, including the ground control station and non-detachable payload, excluding at the time at which commencement of the operation of fitting it to the UAS begins.
52. **“PAYLOAD”** means any removable equipment (hired or otherwise) as stated in the Policy Schedule that can be attached to the insured Drone for Work carried out under Insured Use.
53. **“DISPENSABLE LOAD”** means cargo configured to be dispensed from a DRONE in flight.
54. **GENERAL INTERPRETATION**
- i. The singular includes the plural and vice versa, and the masculine includes the feminine and neutral;
  - ii. “Including” and “include(s)” mean without limitation;
  - iii. Any obligation or payment owed by the insurer shall in every case be subject to the Limits of Liability specified in the Schedule;
  - iv. Any reference to legislation includes any similar or related law, ordinance or regulation, any amendments, and any rules or regulations or executive orders promulgated thereunder, or by Federal, state, local or other agencies or similar bodies thereof;
  - v. The descriptions in the headings and subheadings of this policy are solely for convenience and form no part of the terms and conditions of coverage; and
  - vi. All or part of any provision of this policy which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable.



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**(F) CLAUSES ATTACHED**

**DEFERRED PREMIUM (AVN 5A)**

It is hereby understood and agreed that the premium shall be paid in the following instalments: -

Nevertheless, it is further understood and agreed that: -

Notwithstanding any provision as to notice of cancellation contained in this Policy, it is a condition that in the event of any instalment not being paid by its due date the cover afforded by this Policy shall be deemed to have ceased at midnight of such due date.

In the event of a claim hereunder which exceeds the instalments of premium paid on this Policy the instalments of premium then outstanding shall become payable forthwith.

**AVN 5A**

**FULL PREMIUM IF LOST (AVN 8)**

It is understood and agreed that in the event of a claim arising hereunder adjustable on the basis of a Total Loss the Full Annual Premium, less the amount of premium already paid, shall become due and payable forthwith.

**AVN 8**

**FULL PREMIUM IN THE EVENT OF CLAIM EXCEEDING THE PREMIUM PAID (AVN 9)**

It is understood and agreed that in the event of a claim arising hereunder which exceeds the premium paid the balance of the Full Annual Premium of ..... shall become due and payable forthwith.

**AVN 9**

**LIMITATION OF LIABILITY CLAUSE (JOINT INSUREDS) (AVN 14)**

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Policy.

**AVN 14**

**ADDITIONS & DELETIONS CLAUSE(COMBINED) (AVN 19)**

1. The insurance afforded by this Policy is automatically extended to include at pro rata additional premium further UAS added during the currency of this Policy provided such UAS are owned or operated by the Insured and are of the same type and value as UAS already covered hereunder.
2. The inclusion of additional UAS of other types or different values shall be subject to special agreement and rating by Insurers prior to attachment.
3. Under the UAS loss or physical damage Section of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium provided no claim has arisen and become payable in respect of such UAS under the UAS loss or physical damage Section of this Policy and that this Policy is not cancelled by virtue of such deletion.
4. Under the liability Section(s) of this Policy UAS which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium. Provided always that
  - i. Notwithstanding the foregoing provisions for additions and deletions the premium in respect of each separate period of risk insurance on any UAS covered during the currency of this Policy shall in no case be less than fifteen days' pro rata premium.
  - ii. In the event of a claim arising in respect of any UAS added hereto being settled on a total loss basis the full twelve months' UAS loss or physical damage premium shall be paid hereunder in respect of such Aircraft.
  - iii. Notice of the addition or deletion of any UAS shall be given to the Insurers or their representatives in writing within ten days of attachment or deletion.

AVN 19A (modified for UAS)

**FINANCIAL INTEREST ENDORSEMENT (AVN 28B)**

It is noted that the Party named in the Schedule hereto has a financial interest in the UAS under the Agreement. Accordingly, with respect to losses occurring during the period from the Effective Date of this Endorsement until the expiry of the Insurance or until the satisfaction of the obligations under the Agreement, whichever shall first occur, in respect of the interest of the Party and in consideration of an Additional Premium IT IS UNDERSTOOD AND AGREED THAT:

1. The insurance afforded by this Policy for loss of or physical damage to the insured UAS shall not be invalidated as regards the interest of the Party by any act or omission by the Insured which results in a breach of any term, condition or warranty of the Policy PROVIDED THAT the Party has not caused, contributed to or knowingly condoned the said act or omission. Nevertheless any change in title or ownership of the UAS, conversion, embezzlement or secretion by the Insured in possession of the UAS is not covered hereunder.
2. The protection afforded to the Party by the terms of this Endorsement shall be limited to loss of or physical damage to the insured UAS and shall not exceed the Original Amount under the Agreement less any relevant Policy Deductible and less all matured Instalments paid or due prior to the accident giving rise to a loss hereunder.
3. The Party shall notify the Insurers of any increase in hazard which comes to the Party's attention and if agreed by the Insurers it shall be endorsed on the Policy, the Party agreeing to pay any additional required premium if the Insured fails to do so on demand of the Insurers.

4. If the Insured fails to notify the Insurers as specified in the Policy Conditions of any event likely to give rise to a claim under the Policy, the Party shall do so immediately he becomes aware of the event in form and manner as prescribed by the Policy.
5. Upon payment of any loss or claim to the Party, Insurers shall to the extent and in respect of such payment be subrogated to all legal and equitable rights of the Party. At the expense of Insurers the Party shall do whatever is necessary to assist the Insurers to exercise such rights.
6. Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by this Endorsement may only be cancelled by Insurers giving not less than Thirty (30) days notice in writing to the Appointed Broker. Notice shall be deemed to commence from the date such notice is given by the Insurers. In the event of cancellation for non-payment of premium, the Party shall have the option to pay all outstanding premiums in respect of the UAS within the notice period.
7. EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT THE FINANCIAL INTEREST OF THE PARTY IS COVERED BY THE POLICY FOR LOSS OF OR PHYSICAL DAMAGE TO THE INSURED UAS ONLY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.

**SCHEDULE IDENTIFYING TERMS USED IN THIS ENDORSEMENT**

1. UAS: Registration:
2. Party (enter the name of the Party having a financial interest):
3. Agreement (enter identifying details and date):
4. The Original Amount under the Agreement:  
Payable in                      Instalments of  
the last Instalment being due  
The amount outstanding at the Effective Date of this Endorsement:
5. Policy Deductible:
6. Effective Date of this Endorsement:
7. Additional Premium:
8. Appointed Broker:AVN 28B (modified for UAS)

**NUCLEAR RISKS EXCLUSION CLAUSE (AVN 38B)**

1. This Policy does not cover:
  - i. loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
  - ii. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
    - c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
2. It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:
  - i. depleted uranium and natural uranium in any form;
  - ii. radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
  - i. the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - ii. any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - iii. the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
  - i. in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
  - ii. this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
  - iii. in the case of any claim for the loss of or destruction of or damage to or loss of use of an UASs/UAV caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:



Emitter	Maximum permissible level of non- Fixed radioactive surface contamination
(IAEA Health and Safety regulation in accordance with the current ICAO technical instructions for the Safe Transport of Dangerous goods by Air)	(Averaged over 300 cm <sup>2</sup> )
Beta, gamma and low toxicity alpha- emitters	Not exceeding 4 Becquerels/cm <sup>2</sup> (10-4 microcuries/cm <sup>2</sup> )
All other alpha emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10-5 microcuries/cm <sup>2</sup> )

- iv. the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

**AVN.38B 22.7.96**

**NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE (AVN 46B)**

1. This Policy does not cover 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 therewith,
  - b) pollution and contamination of any kind whatsoever,
  - c) electrical and electromagnetic interference,
  - d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in flight emergency causing abnormal UAS/UAV operation.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
  - a) claims excluded by Paragraph 1 or
  - b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
  - a) damages awarded against the Insured and
  - b) defence fees and expenses incurred by the Insured.



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- Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

**AVN 46B 1.10.96**

**WAR INVASION AND HIJACKING PERILS EXCLUSION CLAUSE (AVN 48B)**

This Policy does not cover claims caused by

- 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.
- Any hostile detonation of any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- Strikes, riots, civil commotion or labour disturbances.
- Any act or one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting there from is accidental or intentional.
- Any malicious act or act of sabotage.
- Confiscation, nationalisation, 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.
- Hi-jacking or any unlawful seizure or wrongful exercise of control of the UAS or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the UAS acting without the consent of the Insured.
- Furthermore, this Policy does not cover claims arising whilst the UAS is outside the control of the Insured by reason of any of the above period. The UAS shall be deemed to have been restored to the control of the insured on the safe return of the UAS to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the UAS (such safe return shall require that the UAS be parked with engines shut down and under not duress)

**AVN 48B**

**FINANCE / LEASE CONTRACT ENDORSEMENT (AVN 67B)**

It is noted that the Contract Party(ies) have an interest in respect of the Equipment under the Contract(s). Accordingly, with respect to losses occurring during the period from the effective Date until the expiry of the Insurance or until the expiry or agreed termination of the contract(s) or until the obligations under the Contract(s) are terminated by any action of the Insured or the contract Party(ies), whichever shall first occur, in respect of the said interest of the contract Party(ies) and in consideration of the Additional Premium it is confirmed that the Insurance afforded by the policy is in full force and effect and it is further agreed that the following provisions are specifically endorsed to the policy:-

- Under the Hull and UAS Spares Insurances.

- i. In respect of any claim on Equipment that becomes payable on the basis of a Total Loss, settlement (net of any relevant Policy Deductible) shall be made to, or to the order of the Contract Party(ies). In respect of any other claim, settlement (net of any relevant policy deductible) shall be made with such party(ies) as may be necessary to repair the Equipment unless otherwise agreed after consultation between the Insurers and the Insureds and, where necessary under the terms of the contract(s), the Contract party(ies). Such payments shall only be made provided they are in compliance with all applicable laws and regulations
  - ii. Insurers shall be entitled to the benefit of salvage in respect of any property for which a claims settlement has been made.
2. Under the Legal Liability Insurance
- i. Subject to the provisions of this Endorsement, the insurance shall operate in all respects as if a separate policy had been issued covering each party insured hereunder, but this provision shall not operate to include any claim however arising in respect loss or damage to the Equipment insured under the Hull or spares Insurance of the Insured. Notwithstanding the foregoing the total liability of Insurers in respect of any and all insureds shall not exceed the limits of liability stated in the Policy.
  - ii. The Insurance provided hereunder shall be primary and without right of contribution from any other insurance which may be available to the Contract Party(ies).
  - iii. This endorsement does not provide coverage for the Contract party(ies) with respect to claims arising out of their legal liability as manufacturer, repairer, or servicing agent of the Equipment.
3. Under ALL Insurances
- i. The Contract Party(ies) are included as Additional Insured(s).
  - ii. The cover afforded to each contract Party by the Policy in accordance with this Endorsement shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the Policy PROVIDED THAT the Contract Party so protected has not caused, contributed to or knowingly condoned the said act or omission.
  - iii. The provisions of this Endorsement apply to the Contract Party(ies) solely in their capacity as financier(s)/lessor(s) in the identified Contract(s) and not in any other capacity, knowledge that any contract party may have or acquire or actions that it may take or fail to take in that other capacity (pursuant to any other contract of otherwise) shall not be considered as invalidating the cover afforded by this Endorsement.
  - iv. The Contract Party(ies) shall have no responsibility for premium and Insurers shall waive any right of set off or counterclaim against the contract Party(ies) except in respect of outstanding premium in respect of the Equipment.
  - v. Upon payment of any loss or claim to or on behalf of any Contract party(ies), insurers shall to the extent and in respect of such payment be thereupon subrogated to all legal and equitable rights of the Contract Party(ies) indemnified hereby (but not against any Contract party). Insurers shall not exercise such rights without the consent of those indemnified, such consent not to be unreasonably withheld. At the expense of Insurers such Contract party(ies) shall do all things reasonably necessary to assist the insurers to exercise said rights.
  - vi. Except in respect of any provision for Cancellation or automatic Termination specified in the Policy or any endorsement thereof, cover provided by this Endorsement may only be cancelled or materially altered in a manner adverse to the Contract Party(ies) by the giving of not less than thirty (30) days' notice in writing to the appointed Brokers. Notice shall be deemed to commence from the date such



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notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT: -

1. THE CONTRACT PARTY(IES) ARE COVERED BY THE POLICY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.
2. THE POLICY SHALL NOT BE VARIED BY ANY PROVISIONS CONTAINED IN THE CONTRACT(S) WHICH PURPORT TO SERVE AS AN ENDORSEMENT OR AMENDMENT TO THE POLICY.

SCHEDULE IDENTIFYING TERMS USED IN THIS ENDORSEMENT

1. Equipment (specify details of any UAS, engines or spares to be covered):
2. Policy Deductible applicable to physical damage to the equipment (Insert all applicable Policy deductibles):
3. Contract Party(ies):

In addition, in respect of Legal Liability Insurances:

4. Effective date being the date that the Equipment attaches to the Policy or a specific date thereafter:
5. Additional Premium: NIL
6. Appointed Broker: NIL

**UNAUTHORISED USE CLAUSE (AVN 77)**

No Claim under this Policy shall be rejected on the grounds that the UAS was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authorised by insured and that Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of Insureds outside the normal scope of his authority shall be deemed not to be authorisation given by Insured.

Subject to the Policy terms, conditions, limitations and exclusions

**AVN 77 09.02.01 (amended for UAS)**

**TRESPASSERS COST CLAUSE (AVN 91)**

Insurer will, at Insured request and regardless of Insured legal liability, offer reasonable settlement in respect of loss of or damage to crops and/or other property caused by trespassers following a crash or forced landing of Insured UAS up to but not exceeding INR 5,000 any one occurrence and in the annual aggregate during the Period of Insurance.



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Subject to the Policy terms, conditions, limitations and exclusions

**AVN 91 (amended for UAS)**

**BREACH OF AIR NAVIGATION CLAUSE (AVN 94)**

The cover afforded to each Insured by the Policy shall not be invalidated by any act or omission which results in a breach of any air navigation or airworthiness orders or requirements issued by any competent authority affecting the safe operation of the Aircraft provided that the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or knowingly condoned the said act or omission shall not be entitled to indemnity under the Policy.

Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy apply

**AVN 94 (amended for UAS)**

**SANCTIONS AND EMBARGO CLAUSE (AVN 111)**

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an 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.
2. In circumstances where it is lawful for an 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.
3. 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 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.

**AVN 111 (amended for UAS)**

**DATE RECOGNITION EXCLUSION CLAUSE – AVN 2000A**

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time; and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

**AVN 2000A 14.03.01**

**DATE RECOGNITION LIMITED COVERAGE CLAUSE – AVN 2001A**

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion

Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

1. to any accidental loss of or damage to an UAS defined in the Policy Schedule (“Insured UAS/UAV”);
2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:
  - a. accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured UAS/UAV; and/or
  - b. loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured UAS/UAV; and/or
  - c. accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured UAS or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

2. Nothing in this Endorsement shall provide any coverage:
  - a. in respect of grounding of any UAS/UAV; and/or
  - b. in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

**AVN 2001A 21.3.01**

(Applicable to Hull and UAS/UAS Liability Coverage)

**ASBESTOS EXCLUSION CLAUSE**

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal UAS operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**2488AGM00003**

**CONSTRUCTIVE TOTAL LOSS**

It is hereby declared and agreed that:

When the cost of repair of the damage together with the cost of Salvage and/or Transportation from the place of the accident to the place of repair and return to Service be estimated at 75% or more of the agreed value the assured and the Company may mutually agree to declare a Constructive Total Loss and the Company shall pay the agreed



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value of the UAS less the net value of the UAS in its damaged condition. The latter value shall be fixed by experts or by sale as may be mutually agreed by the assured and the company.

