Remotely Piloted Aircraft Insurance (Retail)

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the feminine wherever the context so permits:

1. Accident means

i) a sudden, unforeseen event caused by external visible and violent means, whilst the Remotely Piloted Aircraft (RPA/UAV/UAS) is in Flight for Insured Use, and which is neither expected nor intended by the Insured/Authorized Operator.

ii) An event caused due to existence of any integral condition in a Remotely Piloted Aircraft (RPA/UAV/UAS), and due to which the Remotely Piloted Aircraft (RPA/UAV/UAS) has ceased to be in the possession or under the control of the Authorized Operator whilst the Remotely Piloted Aircraft (RPA/UAV/UAS) is in Flight for Insured Use

2. Authorised Operator

means (a) the person who is operating, controlling or piloting the Remotely Piloted Aircraft (RPA/UAV/UAS) who is properly trained and qualified to do so and holds all the required certification, such certification shall be maintained and kept fully up to date. (b) the person who is operating, controlling or piloting the Remotely Piloted Aircraft (RPA/UAV/UAS) who is under test conditions and in the presence of a qualified examiner.

3. Bodily Injury

means physical bodily harm, excluding illness or disease, solely and directly caused by an Accident which is verified and certified by a Medical Practitioner.

4. Business Use means Flying for business or professional purposes but not for hire

or reward.

5. Constructive Total Loss [CTL]

The Remotely Piloted Aircraft (RPA/UAV/UAS) will be considered to be a constructive total loss if the cost of repair of the Remotely Piloted Aircraft (RPA/UAV/UAS) exceeds 75% of the Sum Insured of the Remotely Piloted Aircraft (RPA/UAV/UAS).

6. Damages means monetary sums (including claimant's costs) payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include interest, fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.

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7. Deductible

means the amount which shall be borne by the Insured in respect of each and every claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.

8. Doctor / Medical Practitioner:

means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

9. Remotely Piloted Aircraft (RPA/UAV/UAS)

means an Unmanned Aircraft System mentioned in the Policy Schedule and covered under this policy (bearing a valid Unique Identification Number [UIN] if applicable as per DGCA Guidelines or any other statutory authority) including any Payload. However, Payload should not contain any dispensable load.

10. Remotely Piloted Aircraft (RPA/UAV/UAS) Product

means a completed Remotely Piloted Aircraft (RPA/UAV/UAS), and any article forming part thereof, or supplied for installation in, or for use in connection with, or for spare parts for a Remotely Piloted Aircraft (RPA/UAV/UAS) including ground handling tools and equipment used in connection therewith. Remotely Piloted Aircraft (RPA/UAV/UAS) Product also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with a Remotely Piloted Aircraft (RPA/UAV/UAS).

11. Endorsement means a change in the terms and conditions

of this Policy.

12. Excess

The first part of each and every claim which the Insured is responsible to pay for.

13. Flying/Flight

means from the time the Remotely Piloted Aircraft (RPA/UAV/UAS) is switched on, moves forward in taking off or attempting to take off, whilst in the air, and until the Remotely Piloted Aircraft (RPA/UAV/UAS) completes its landing run and is being operated by an Authorized Operator only. A rotary-wing Remotely Piloted Aircraft (RPA/UAV/UAS/UAV/UAS/UAV/UAS) shall be deemed to be in Flight when the Remotely Piloted Aircraft (RPA/UAV/UAS) is switched on and the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation. A lighter than air Remotely Piloted Aircraft (RPA/UAV/UAS) shall be deemed to be in Flight from the moment when it first becomes detached from the surface until the moment when it next becomes attached to the surface or come to rest thereon.

14. Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and

Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

i. has qualified nursing staff under its employment round the clock;

ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;

iii. has qualified medical practitioner(s) in charge round the clock;

iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;

v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

15. Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

16. In-patient Care

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

17. Insured, You, Your, Yourself

means the individual, firm, company, organization, entity, association, partnership, limited liability partnership, government state or agency of a state, cooperative society named in the Policy Schedule including any Authorised Operator of the Remotely Piloted Aircraft (RPA/UAV/UAS)

18. Insurer, We, Our, Us, Ours, Company means the

Insurance Company Limited.

19. Insured Use

means intended Business/Recreational/Rental Use of the Remotely Piloted Aircraft (RPA/UAV/UAS) mentioned in the Policy Schedule.

20. Occurrence

means an accident or a continuous or repeated exposure to conditions occurring during the Period of Insurance which results in Bodily Injury and/or Property Damage neither expected nor intended from the standpoint of the Insured. All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise from one Occurrence.

21. Policy

means the proposal, the schedule, the policy document and any endorsements / annexures attaching to or forming part thereof either on the effective date or during the Policy Period.

22. Policy Period

means the period between and including the Risk Inception Date and Risk end dates shown in the Policy Schedule.

23. Policy Schedule

means the document showing the name of the Insured, the Insured Value/Sum Insured/Limit of Liability, the Period of Insurance, details of the Remotely Piloted Aircraft (RPA/UAV/UAS) insured and the Sections of this Policy which apply. **24. Payload**

means any removable equipment (hired or otherwise) as stated in the Policy Schedule that can be attached to the insured Remotely Piloted Aircraft (RPA/UAV/UAS) for Work carried out under Insured Use.

25. Period of Insurance

means the length of time for which this Policy is in force, as detailed in the Policy Schedule and for which the Insured has paid and Insurer have accepted a premium.

26. Dispensable

load means cargo configured to be dispensed from a REMOTELY PILOTED AIRCRAFT (RPA/UAV/UAS) in flight.

27. Property Damage means actual physical damage to tangible material property belonging to

a third person.

28. Recreational Use

means Flying for enjoyment and private pleasure outside of the Insureds business or profession. It is not covered under the policy unless specifically declared to insurers (by providing MSN number)

29. Rental Use

means rental, lease, charter or hire by the Insured to any person, company or organisation for Business Use only, where the operation of the Remotely Piloted Aircraft (RPA/UAV/UAS) is not under the control of the Insured. Rental for any other purpose is NOT insured under this Policy unless specifically declared to Insurers and the detail of such use(s) are stated in the Policy Schedule.

30. Remotely Piloted Station (RPS)

The component of the remotely piloted aircraft system containing the equipment used to pilot the remotely piloted aircraft.

31. Remotely Piloted Aircraft (RPA/UAV/UAS)

An unmanned aircraft which is piloted from a remote pilot station.

32. Remotely Piloted Aircraft System (RPA/UAV/UAS)

A remotely piloted aircraft, its associated remote pilot station(s), the required command and control links and any other components as specified in the type design.

33. RPA/UAV/UAS observer

A trained and competent person designated by the operator who, by visual observation of the remotely piloted aircraft, assists the remote pilot in the safe conduct of the flight.

34. Terrorism:

An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

35. Theft

as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable Insured Property out of the possession of any person without that person's consent, moves that Insured Property in order to such taking, is said to commit theft.

36. Unmanned Aircraft

means a powered, aerial vehicle which does not have a human pilot on board, flies autonomously or is piloted remotely, uses aerodynamic forces to provide vehicle lift, is not classified as a guided weapon or similar oneshot device designed for the delivery of munitions.

37. Unmanned Aircraft System

means an Unmanned Aircraft including any article forming part thereof, or supplied for installation in, or for use in connection with, including ground handling tools and equipment used in connection therewith.

38. Spare Engine:

Spare engines means propulsion engines which have been or which are intended to be installed in a scheduled aircraft and which are not included in the definition of unmanned aircraft.

39. Spare parts:

Spare parts means parts or accessories intended to be installed in a scheduled aircraft and which are not included in the definition of unmanned aircraft, but does not include payload.

40. Work

means use for activities including but not limited to agriculture, construction, photography, surveying, observation and patrol, search and rescue, aerial advertisement.

41. Salvage

the amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount

Section 1

Coverage A : Legal Liabilities to Third Party What is

Covered:

The Company will indemnify the Insured against its legal liability (including Defence Costs) to pay Damages, for third party civil claims arising out of Bodily Injury or death or Property Damage, by an accident or an handling error on part of the Authorized Operator, if occurring during the Policy Period by the Insured in accordance with the terms of this Policy.

DEFENSE COST

The Company will, subject to the Sum Insured, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence 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.

What is Not Covered under Section 1:

Insurer will not pay for:

In addition to the exclusions contained in GENERAL POLICY EXCLUSIONS, the Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement.
2. Any liability arising out of the deliberate, wilful or intentional non-compliance with any statutory provision.
3. Any Bodily Injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such Bodily Injury was contracted and/or arose out of and in the course of his employment.
4. Any obligations for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement. 5. 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.
6. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs.
7. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, agony, anguish or shock resulting therefrom.

8. 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.
9. 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.
10. Pollution of any kind.
11. Any Claim made, threatened or intimated against the Insured prior to the Policy Period.
12. 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.
13. Liability more specifically insured elsewhere.
14. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
15. Bodily injury or property damage resulting from the release of a dispensable load from the aircraft component of an unmanned aircraft system. Provided no part of the dispensable load consists of munitions, this exclusion (15) 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.
16. Cyber Liability risk.

Section 2

Coverage B : Remotely Piloted Aircraft (RPA/UAV/UAS) Hull Cover What is

Covered:

The Company will indemnify the Insured in respect of repair/replacement cost of the Insured Remotely Piloted Aircraft (RPA/UAV/UAS) arising out of:

i) An Accident (Including loss of possession of Remotely Piloted Aircraft (RPA/UAV/UAS) 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 Policy Schedule.

What is Not Covered under Section 2:

Insurer will not pay for:

In addition to the exclusions contained in GENERAL POLICY EXCLUSIONS, , the Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. The deductible of first 5% of each and every claim amount subject to a minimum of INR 2500, unless specifically revised and altered by the Insurer and mentioned in the Policy Schedule. The deductible shall apply for each and

every partial loss claim arising out of the perils in respect of which the Insured is indemnified by this section. The deductible shall apply per event.

2. Wear and tear, deterioration, depreciation and freezing.

3. Any "Loss" or liability arising from standalone mechanical / electrical fault and breakdown unless caused by an "Accident"

4. Damage to aerial cameras, scanners etc used as Payload (other than as a result of an Accidental Damage) due to scratching, fogging or misting of lens.

5. Any damage to the Remotely Piloted Aircraft (RPA/UAV/UAS) if the lifting weight recommended by the Manufacturer for the insured Remotely Piloted Aircraft (RPA/UAV/UAS) make and model is exceeded when any Payload is attached.

6. Confiscation, nationalisation, seizure, restraint, detention, appropriation,

i) under the order of any Government (whether civil military or de facto) or ii)

public or local authority or iii) on account of wrongful entry or intentional

invasion of privacy.

7. Mysterious disappearance or unexplained losses.

8. 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.

9. Superficial and inconsequential aspects such as noises, vibrations, RPA/UAV/UAS, that do not lead to dismal performance of the Remotely Piloted Aircraft (RPA/UAV/UAS) including the Payload.

10. Faulty or defective design, materials or workmanship, inherent vice, latent defect.

11. Damage caused by rot, fungus, mould, vermin, or infestation .

12. 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 as stated by DGCA.

13. Loss or damage occurring whilst the RPA/UAV/UAS is used for any illegal activity or for any activity other than those as specified in the schedule.

14. Loss or damage occurring while the RPA/UAV/UAS is in breach of the geographical limits as notified by Ministry of Home Affairs, Ministry of Civil Aviation, laws, rules as applicable from time to time.

15. Loss or damage occurring whilst the RPA/UAV/UAS is not packed in accordance with manufacturer guidelines or in a securely locked and padded RPA/UAV/UAS flight case.

16. Loss or damage occurring whilst the RPA/UAV/UAS is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the RPA/UAV/UAS, unless due to force majeure.

Coverage C : Remotely Piloted Aircraft (RPA/UAV/UAS) Payload Cover What is

Covered:

The Insurer will pay (less any applicable Excess stated in the Policy Schedule) for accidental physical loss of or damage to property being described in the Policy Schedule as Payload caused whilst such Payload is attached to the RPA/UAV/UAS for the purpose of Aerial Work.

What is Not Covered:

Insurer will not pay for:

1. Wear and tear, deterioration, depreciation and freezing.
2. Theft of the Payload from anywhere within India or any vehicle.
3. Any "Loss" or liability arising from standalone mechanical / electrical fault and breakdown unless caused by an "Accident"
5. Damage to aerial cameras, scanners etc used as Payload (other than as a result of an Accidental Damage during flight) due to scratching, fogging or misting of lens.
6. Any damage to the Remotely Piloted Aircraft (RPA/UAV/UAS) if the lifting weight recommended by the Manufacturer for the insured Remotely Piloted Aircraft (RPA/UAV/UAS) make and model is exceeded when any Payload is attached.
7. Confiscation, nationalisation, seizure, restraint, detention, appropriation,

i) under the order of any Government (whether civil military or de facto) or ii)

public or local authority or iii) on account of wrongful entry or intentional

invasion of privacy.

8. Mysterious disappearance or unexplained losses.
9. 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.
10. Superficial and inconsequential aspects such as noises, vibrations, warpage , that do not lead to dismal performance of the Remotely Piloted Aircraft (RPA/UAV/UAS) including the Payload.
11. Faulty or defective design, materials or workmanship, inherent vice, latent defect.
12. Damage caused by rot, fungus, mould, vermin, or infestation .
13. 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 as stated by DGCA.
14. Loss or damage occurring whilst the RPA/UAV/UAS is used for any illegal activity or for any activity other than those as specified in the schedule.

15. Loss or damage occurring while the RPA/UAV/UAS is in breach of the geographical limits as notified by Ministry of Home Affairs, Ministry of Civil Aviation, laws, rules as applicable from time to time.

16. Loss or damage occurring whilst the RPA/UAV/UAS is not packed in accordance with manufacturer guidelines or in a securely locked and padded RPA/UAV/UAS flight case.

17. Loss or damage occurring whilst the RPA/UAV/UAS is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the RPA/UAV/UAS, unless due to force majeure.

Coverage D : Remotely Piloted Aircraft (RPA/UAV/UAS) Equipment Cover What is

Covered:

The Insurer will pay (less any applicable Excess stated in the Policy Schedule) for accidental physical loss of or damage to property being RPA/UAV/UAS spares, engines and associated equipment (with documents of records, registration and title thereto) detailed in the Policy Schedule being the property of the Insured or the property of others for which the Insured is responsible provided that such loss or damage occurs during the Period of Insurance whilst such property is on the ground in the care, custody or control of the Insured at the Insured's premises or whilst at the premises of others, or whilst being Transported.

What is Not Covered:

Insurer will not pay for:

1) Loss of or damage to any property which has been detached from a RPA/UAV/UAS and which is intended to be refitted to the RPA/UAV/UAS and not to be replaced by other property;

2) Loss of or damage to any property hereby insured which may be sustained whilst the same is under any process and directly resulting therefrom;

3) Property fitted to or forming part of a RPA/UAV/UAS;

4) Mysterious disappearance or unexplained loss or shortage disclosed upon taking inventory;

5) The property of others carried or stored for hire or reward;

6) Loss of or damage to property which occurs after the commencement of the operation of fitting such part to a RPA/UAV/UAS.

7) Any "Loss" or liability arising from standalone mechanical / electrical fault and breakdown unless caused by an "Accident"

8) Loss or damage caused by wear, tear or gradual deterioration.

9) Injury (fatal or otherwise) or loss sustained by any member of the crew/agents/operator whilst engaged in the operation of the RPA/UAV/UAS.

10) Bodily injury or property damage arising out of and during the course of participation in any air meet, air race, or air show, nor any stand used for the accommodation of spectators in connection therewith. 11) Whilst the RPA/UAV/UAS is being operated by any person other than an Authorised Operator.

12) If the RPA/UAV/UAS damaged : (i) no dismantling or repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority; (ii)the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured.

13) Unless the Insurers elect to take the RPA/UAV/UAS as salvage the RPA/UAV/UAS shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.

14) Any malicious act or act of sabotage.

Section 3

Coverage E : Personal Accident Cover To Operator What is

Covered:

In the event of any Bodily Injury sustained by the Insured/ Authorised Operator anywhere in India while operating Remotely Piloted Aircraft (RPA/UAV/UAS) during the Policy Period and arising out of an Accident, the Company will make payment as provided for below.

A) Death

i. The Company shall pay the Sum Assured in the event of Bodily Injury resulting in Death of the Insured Beneficiary within 12 months of such Bodily Injury being sustained, whereupon this Coverage under Section 3 insofar as it relates to that Insured/ Authorised Operator shall expire.

ii. The Company will also, in addition to the Sum Assured, pay up to 2% of the Sum Assured or Rs.5,000/- (whichever is lower) towards the cost of transporting the mortal remains of the Insured/Authorised Operator from the place of death to the hospital/ residence and/or cremation and/or burial ground.

B) Permanent Total Disability

i. In the event of Bodily Injury resulting in Permanent Total Disability of the Insured/ Authorized Operator within 12 months of such Injury being sustained, the Company will pay 125% of the Sum Assured, whereupon this Coverage under Section 3 insofar as it relates to that Insured/ Authorised Operator shall expire.

ii. If the Insured/ Authorised Operator was suffering from any permanent disability prior to the date upon which Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of such pre-existing, as advised by the concerned Government Medical Authority.

What is NOT Covered:

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 Insured/ Authorised 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 nationalisation 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 Insured/ Authorised 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 Insured/ Authorised Operator on account of his participation as the driver, codriver 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 Insured/ Authorised 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;

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

Section 4

Coverage F : Accidental Medical Expenses Cover To Operator What is

Covered:

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 Remotely Piloted Aircraft (RPA/UAV/UAS) for Insured Use, then the Company 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:

i) 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.

ii) Ambulance charges for carrying the Insured/ Authorised Operator from the site of accident to the nearest hospital, subject to a limit of Rs. 1000 per claim.

What is NOT Covered:

We will not be liable to indemnify the Insured/Authorised Operator for the following events:

1. Accidental Bodily Injury that is sustained by the Insured/Authorised Operator:

a) Through suicide, attempted suicide or self-inflicted injury or illness

b) While under the influence of liquor or drugs

c) Arising or resulting from Insured/Authorised Operator committing any breach of law with criminal intent

d) Whilst engaging in aviation 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.

e) Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs

f) As a result of any curative treatments or interventions that Insured/Authorised Operator carry out or have carried out on your body

g) Arising out of participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic

2. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever

3. Any injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition.

4. Venereal or sexually transmitted diseases.

5. 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.

6. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.

7. 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 nationalisation or requisition of or damage by or under the order of any government or public local authority 8. Nuclear energy, radiation

If You do not agree whether any of these exclusions apply to Your claim, You agree to accept the burden of proving that they do not apply.

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

General Exclusions Applicable To All Sections

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) WAR, HIJACKING AND OTHER PERILS EXCLUSION CLAUSE. AVN 48B (amended for Remotely Piloted Aircraft (RPA/UAV/UAS)

This Policy does not apply to Claims caused by: -

a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

c) Strikes, riots, civil commotions or labour disturbances.

d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional. e) Any malicious act or act of sabotage.

f) Confiscation, 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.

g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Remotely Piloted Aircraft (RPA/UAV/UAS) in Flight (including any attempt at such seizure or control) of the Remotely Piloted Aircraft (RPA/UAV/UAS) acting without Your consent.

Furthermore, this Policy does not cover Claims arising whilst the Remotely Piloted Aircraft (RPA/UAV/UAS) is outside Your control by reason of any of the above perils.

The Remotely Piloted Aircraft (RPA/UAV/UAS) shall be deemed to have been restored to Your control on the safe return of the Remotely Piloted Aircraft (RPA/UAV/UAS) to You at a location not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Remotely Piloted Aircraft (RPA/UAV/UAS) (such safe return shall require that the Remotely Piloted Aircraft (RPA/UAV/UAS) be parked with engines shut down and under no duress).

2) Remotely Piloted Aircraft (RPA/UAV/UAS)(s) and/or Associated Equipment is outside the geographical limits stated in schedule.

3) Night Flying Operations.

4) Beyond Visual line of sight (BVOLS) operations.

5) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

6) Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

7) Loss, destruction or damage directly or indirectly caused to the property insured by

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

b) the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component there of.

8) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless specifically insured.

9) Remotely Piloted Aircraft (RPA/UAV/UAS)(s) 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 the manufacturer of the Remotely Piloted Aircraft (RPA/UAV/UAS)(s) and/or Associated Equipment except as a result of force majeure.

10)Any discharge or release of munitions whether intentional or unintentional.

11) ELECTRONIC DATE RECOGNITION:

A. The failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:

- The change of year from 1999 to 2000; or
- The change of date from August 21, 1999 to August 22, 1999;

By any computer system, hardware, program or software, microprocessor, integrated circuit or similar device, whether in computer equipment or non-computer equipment, whether the property of any insured or of others; or

B. The failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:

12)Asbestos exclusion :This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

i. The actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or

ii. 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 or suit caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in flight emergency causing abnormal Remotely Piloted Aircraft (RPA/UAV/UAS) operation.

Notwithstanding any other provisions of this policy, we will have no duty to investigate, defend or pay defense costs in respect of:

a) Any claim or suit excluded under Paragraphs (i) or (ii) above; or

b) Any such obligation, request, demand, order, or statutory or regulatory requirement described in Paragraph (ii) above.

13) NOISE, POLLUTION AND OTHER PERILS exclusion

This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly)

AVN.46B 01.10.96 (amended for Remotely Piloted Aircraft (RPA/UAV/UAS)

I. Noise (whether audible to the human ear or not) or vibration, sonic boom, and any phenomena associated therewith,

II. Pollution and contamination of any kind whatsoever,

III. Electrical and electromagnetic interference, or

IV. Interference with the use of property,

unless caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in flight emergency causing abnormal Remotely Piloted Aircraft (RPA/UAV/UAS) operation.
Nothing in this exclusion shall override any radioactive contamination or other exclusion clause made part of this policy.

14)Sanction & Embargo clause. (AVN 111)

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

a) 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.

b) 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.

c) In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given.

In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata 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.

General Conditions

1. **Due Observance**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company under this Policy. The Insurers liability to make payments under this Policy will be strictly conditional upon compliance with the terms and conditions of this Policy. Failure by the Insured to disclose all material circumstances and to ensure that all representations of fact (including the assumptions on which this Policy is issued) are correct may invalidate the Policy or lead to additional terms or conditions being applied to the Policy or to any payment due under the Policy being reduced.

2. **Reasonable Care**

The Insured shall:

a. Take all reasonable steps to safeguard the Remotely Piloted Aircraft (RPA/UAV/UAS) against any Covered Insured Risk(s).

b. Take all reasonable steps to prevent a claim from arising under this Policy

c. If a claim is made then the Insured must not do or fail to do anything which will increase the amount of the claim.

d. If the Insured does or fails to do anything which may adversely affect the right to recover any sum from person for any matter covered by this Policy the Insurer may deduct from any payment otherwise due to the Insured under this Policy the amount by which the value of the right is reduced or the Insurer may recover that amount from the Insured if the Insurer has previously made a payment in respect of that matter

3. **Non-Disclosure**

The existence of this Policy or any related information shall not be disclosed to any third party other than bona fide purchasers and tenants, their lenders and respective advisors without the prior written consent of the Insurer.

4. **Duties and Obligations after Occurrence of Covered Insured Event:**

Save as more specifically provided for elsewhere in the Policy, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

a. The Insured shall immediately and in any event within 15 days give written notice about any matter which may lead to a loss liability or claim under this Policy to the Company or any of its representatives and appointees, at the address shown in the Schedule for this purpose, and in case of Notification of an event likely to give rise to a claim to specify the grounds for such belief, and

b. The Insured shall not abandon the Remotely Piloted Aircraft (RPA/UAV/UAS), nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its representatives and appointees, and

c. The Insured shall within 90 days deliver to the Company its completed claim form detailing the damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount of Indemnification sought from the Company, and

d. The Insured shall at its own expense provide information and assistance to the Insurer's representatives and appointees all the information, assistance, records and documentation in relation to the defence of a claim or conduct of any proceedings which the Insurer considers necessary or desirable to prevent or reduce loss or damage to the Insured or to obtain relief indemnity or contribution from any other party to which the Insurer is or may be entitled to by subrogated rights or otherwise.

e. The Insured shall allow the Company and its representatives and appointees to inspect the Remotely Piloted Aircraft (RPA/UAV/UAS) or any other material items, as per 'the Right to Inspect' Clause.

f. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Insurer

*Note: Waiver of conditions (a) and (c) may be considered by the Company at its absolute discretion, in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the Insured was placed, it was not possible for the Insured or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit. The decision of the Company shall be final and binding on the Insured.

5. **Claims**

In the event of a claim:

A. If any Person makes a claim against the Insured that the Insured thinks is covered by this Policy the Insured must not make any admissions or pay any money to the Person making the claim. The Insured must not spend any money in connection with that claim before notifying the Insurer

B. The Insurer may at its discretion pursue any litigation (including appeals) to final determination by a court of competent jurisdiction and the Insurer shall not be liable to indemnify the Insured in respect of Loss prior to such final determination.

C. The Insurer has the right to select the legal representative to act in any matter in connection with this Policy. Once such legal representative is appointed the Insurer will not be liable for costs, expenses or fees associated with any other legal representative

D. For any occurrence for which there may be liability under this Policy the Insurer may at its discretion and at its own cost pursue or defend any action at law or otherwise or make an application to a court of competent jurisdiction in default of which the Insurer will indemnify the Insured as per the terms and conditions of the Policy

E. The Insurer shall have full discretion in the conduct of any proceedings and may cease any said action or application or defence at any time by:

i. paying to the Insured an amount up to the Sum Insured (after deduction of any sum already paid under this Policy) or any lesser amount for which a claim can be settled

ii. making a settlement out of court in the name of or on behalf of the Insured

iii. paying or otherwise settling with the Insured the amount of Loss provided for under this Policy whereupon the Insurer shall relinquish control of such claim and shall be under no further liability

to the Insured in connection therewith except for costs and expenses relating to matters arising prior to the date of such payment or settlement and for which the Insurer is responsible in accordance with this Policy F. The Insurer may at its discretion and at its own cost make settlement with parties other than the Insured and may take any other action which the Insurer considers necessary to prevent or minimise its Loss whether or not it is liable in the terms of this Policy and by so doing the Insurer will not be taken to have conceded any liability or waived any of the terms or conditions of this Policy

G. The Insured must at the expense of the Insurer do and concur in doing and permit to be done all things reasonably practicable to minimise loss to the Insurer and will permit the Insurer at its discretion to use the Insured's name for the purposes of any action or proceedings in connection with a claim under this Policy provided that the Insurer will keep the Insured informed of such actions or proceedings and will ensure that in doing so it complies with the Insured's regulatory obligations any policies and procedures of the Insured of which it is informed

H. Irrespective of the number of claims made under this Policy, the total liability of the Insurer including shall not exceed in the aggregate the sectional Sum Insured. Any payments the Insurer makes to the Insured under this Policy will reduce the sectional Sum Insured by an equivalent amount.

I. If the Insured does or fails to do anything which may adversely affect the right to recover any sum from any Person for any matter covered by this Policy the Insurer may deduct from any payment otherwise due to the Insured under this Policy the amount by which the value of the right is reduced or the Insurer may recover that amount from the Insured if the Insurer has previously made a payment in respect of that matter.

J. After the Insurer has made a payment to the Insured under this Policy if the Insurer is able to recover any money from any third party the Insurer can keep this money. The Insurer will repay to the Insured any amount received in excess of the sums incurred by the Insurer but only to the extent that the Insurer is required to repay to the Insured in order to comply with regulatory or statutory obligations. If the Insured receives from any other Person any payment in respect of the same matter the Insured must immediately pay to the Insurer the sum received from that other Person.

K. On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 7 days offer a settlement of the claim to the insured. If the Company, for any reasons, decides to reject a claim under the Certificate of Insurance read with Policy, it shall do so within a period of 7 days from the receipt of the survey report or the additional survey report, as the case may be.

CLAIM SETTLEMENT for REMOTELY PILOTED AIRCRAFT (RPA/UAV/UAS)S COVERED UNDER SECTION 2:

In the event of a loss or damage, the basis of loss or damage settlement will be as follows:

A. Where the Remotely Piloted Aircraft (RPA/UAV/UAS) can reasonably be repaired or reinstated at a cost less than the replacement cost, the Company will indemnify the Insured the cost of such repairs or reinstatement not exceeding the Insured Value less the applicable excess as stated in the policy schedule. The cost of any alterations or overhaul shall not be recoverable under this policy.

No deduction shall be made for deprecation in respect of parts replaced except those with limited life, but the value of any salvage will be taken into account.

B. 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 excess as specified in the policy schedule. The replacement shall be of the same make and type and in reasonably like condition unless otherwise agreed.

C. Should the Insurer exercise its option to pay for or replace the Remotely Piloted Aircraft (RPA/UAV/UAS) the Insurer will take the Remotely Piloted Aircraft (RPA/UAV/UAS) together with all documents of record, registration and title thereto as Salvage.

D. In case of all physical damage to spare engine and spare parts resulting from one accident, the company shall indemnify least of:

i. Insured financial interest in property
ii. The replacement cost of the property as of the time of physical damage, less depreciation and any unrepaired damage,
iii. The cost to repair the property, or
iv. The spare engines and spare parts Limit mention in the policy schedule.

Less policy deductible.

E. The Company may at its option and sole discretion repair, reinstate, refurbish or replace the Remotely Piloted Aircraft (RPA/UAV/UAS) damaged or destroyed, or any part thereof through any repairer/dealer or the manufacturer of respective Remotely Piloted Aircraft (RPA/UAV/UAS) instead of paying the amount of loss or damage

F. The Company shall be entitled to retain any defective part replaced under the Policy.

6. **Non Invalidation**

The Insured's interest in this Policy shall not be prejudiced by any act 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.

7. **Right to Inspect**

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.

8. **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 favour 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 rateable proportion of any loss or damage.

However, if the insured property is hypothecated to any bank, other lending or financial entity then this clause is not applicable. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

9. **Subrogation**

The Insured shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under the Policy whether such acts and things shall be or become necessary or required before or after the Insured (s) indemnification by the Company.

10. **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 wilful 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

11. Cancellation

The insured can cancel the policy at any time during the term, by informing the company.

The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

The company shall –

i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

12. 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.

13. **Dispute Resolution**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (*Applicable to commercial entities only)*

14. **Notices**

a. 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.

b. 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.

15. **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 14 (Dispute Resolution) above, for any dispute under this policy the courts of India will have exclusive jurisdiction to hear and determine any such dispute.

16. **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.

17. **Two or more schedule Remotely Piloted Aircraft (RPA/UAV/UAS)s**

When the insurance afforded by this policy applies to two or more scheduled Remotely Piloted Aircraft (RPA/UAV/UAS)s, the terms of this policy shall apply separately to each.

18. **Territorial Limits**

This Policy covers Insured Risk of concerned Insured arising after the policy commencement date and during the Policy Period India. The Company's liability to make any payment under admissible claims shall be to make payment to the Insured within India and in Indian Rupees only.

19. **Claim Clause/ Settlement of Claim**

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,
Email ID: customersupport@icicilombard.com, on our website:
https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.

2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.

List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, Service Engineer's Report, Fire Brigade Report, etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report *(This condition will not apply in case of policies issued on the property/building on reinstatement value basis).*

20. **Grievances**

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in/, or on the Company's website at www.icicilombard.com.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman	Punjab, Haryana (excluding Gurugram, Faridabad,

	Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman	Andhra Pradesh, Telangana,

	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).

15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai M/East, M/West, N, S and T

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in/, on the website of General Insurance Council: www.generalinsurancecouncil.org.in website of the Company www.icicilombard.com or from any of the offices of the Company

ADD-ON COVERS

Alternate Hire Charges

It is hereby agreed and declared that on payment of additional premium, the Section 2 of the Policy is extended to cover reasonable cost of renting temporary replacement Remotely Piloted Aircraft (RPA/UAV/UAS), in the event of covered damage to the insured Remotely Piloted Aircraft (RPA/UAV/UAS) can be economically repaired or replaced, to enable the Insured to continue with his business or operation whilst repairs are being made.

CONDITIONS :

1) The cover may be granted only for Insured Remotely Piloted Aircraft (RPA/UAV/UAS) used for Business/Rental Use.
2) The alternate hire charges recoverable under the policy may be actual charges incurred by the Insured to hire a Remotely Piloted Aircraft (RPA/UAV/UAS) of similar make, model and capacity for Insured Use as mentioned in the Policy Schedule.
3) Alternate hire charges payable under the policy are exclusive of any import charges or custom duty

Cover limit: For a maximum period of 30 days or hire cost reach Rs. _____ any one occurrence, which ever occur first

Remotely Piloted Aircraft (RPA/UAV/UAS) War Liabilities (AVN 52E 12.12.01 (amended for Remotely Piloted Aircraft (RPA/UAV/UAS)s)

1. 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.

2. 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 Remotely Piloted Aircraft (RPA/UAV/UAS)s.

3. LIMITATION OF LIABILITY

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.

4. AUTOMATIC TERMINATION

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 Remotely Piloted Aircraft (RPA/UAV/UAS) may be involved.

iii. All cover in respect of any of the Insured Remotely Piloted Aircraft (RPA/UAV/UAS) requisitioned for either title or use – upon such requisition PROVIDED THAT if an Insured Remotely Piloted Aircraft (RPA/UAV/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 Remotely Piloted Aircraft (RPA/UAV/UAS) until completion of its first landing thereafter.

5. REVIEW AND CANCELLATION

a) 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.

b) Limited Cancellation (48 hours)

c) 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 sub-paragraphs (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)

e)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.

f) Notices

All notices referred to herein shall be in writing.
All other Policy terms, conditions, limitations and exclusions remained unaltered.

Cyber Liability Cover

It is hereby agreed and declared that on payment of additional premium, the section 1 of the policy is extended to cover compensatory damages (including costs awarded against You) 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 Your Remotely Piloted Aircraft (RPA/UAV/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 as per schedule any one occurrence and in the annual aggregate.

Subject to the Policy terms, conditions, limitations and exclusions.

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 Remotely Piloted Aircraft (RPA/UAV/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 maximum amount mentioned in schedule, any one offence and in the annual aggregate.

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.

Night Flying Endorsement

It is hereby agreed and declared that on payment of additional premium, the policy is extended to cover Night Flying. Any authorised pilot operating a Remotely Piloted Aircraft (RPA/UAV/UAS), insured under this policy, during the hours of darkness, must hold a valid permit and/or authorisation from the relevant governing Aviation Authority.

All other Policy terms, conditions, limitations and exclusions remained unaltered.

BVLOS Endorsement

It is hereby agreed and declared that on payment of additional premium, the policy is extended to cover BVLOS operations. Any authorised pilot operating a Remotely Piloted Aircraft (RPA/UAV/UAS), insured under this policy, beyond visual line of sight, must hold a valid permit and/or authorisation from the relevant governing Aviation Authority.

Remotely Piloted Aircraft (RPA/UAV/UAS) In Transit Endorsement

The Policy is extended to insure the Remotely Piloted Aircraft (RPA/UAV/UAS) and/or Associated Equipment detailed in the insurance Schedule of the Policy to which this Endorsement is attached against Loss, Theft, Disappearance or Accidental Damage occurring while in transit by any means within the Geographical Limits stated in the Insurance Schedule.

We shall only be liable to the extent that any other valid insurance has not been issued.

Exclusions: This coverage does not insure:

1) Loss or damage occurring to an insured Remotely Piloted Aircraft (RPA/UAV/UAS) while in Flight. 2) the cost of making good wear and tear, gradual deterioration, inherent defect, rust or oxidation, moth or vermin damage, warping or shrinkage. 3) loss or damage caused by or resulting from:

4) maintenance, repair, renovation, restoration, modification or any similar process;

5) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage caused by storm or fire.

6) loss from or damage in or on unattended vehicles.

7) Any “Loss” or liability arising from standalone mechanical / electrical fault and breakdown unless caused by an “Accident” 8) depreciation.

9) any loss other than the direct cost of repairing or replacing the insured Remotely Piloted Aircraft (RPA/UAV/UAS) in accordance with the basis of settlement.

10) loss of or damage to an insured Remotely Piloted Aircraft (RPA/UAV/UAS) which is subject to any lease, conditional sale, charge or other encumbrance.

11) increased cost or expense due to compliance with any airworthiness directives. 12) accessories and/or spare parts.

Conditions:
We shall not be liable to pay any Claim under this insurance unless insured comply with all the requirements in the following conditions. 1) Transit
Insured property is packed and unpacked for transit by competent professional packers and in accordance with manufacturers guidelines. 2) Security and protections
Insured must ensure that all fire alarm and security systems, locks and all other physical protections are fully engaged whenever Your Remotely Piloted Aircraft (RPA/UAV/UAS) is/are left unattended. Subject to the Policy terms, conditions, limitations and exclusions.

Liability For Damage To UAS That You Do Not Own
It is hereby agreed and declared that on payment of additional premium for this policy, it is agreed:
1. The provisions of Exclusion (8) applicable to SECTION 1 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.
2. 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.
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

Personal & 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:

1. Insuring Agreement.
A. 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.
B. 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.

2. Definition: The following definitions are added to the policy:
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:

a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
b) 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.

Personal and advertising injury means injury, including consequential bodily injury, arising out of one or more of the following offenses:
a) False arrest, detention or imprisonment;
b) Malicious prosecution;
c) 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;
d) 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;
e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
f) The use of another's advertising idea in your advertisement; or
g) Infringing upon another's copyright, trade dress or slogan in your advertisement.

3. 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:

(a) 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.
(b) 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.
(c) 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. (d) CRIMINAL ACTS
Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.
(e) 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.
(f) 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.
(g) 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.
(h) 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.
(i) 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.

(j) INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

Personal and advertising injury committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or (3) An Internet search, access, content or service provider.

This exclusion (j) does not apply to Paragraphs (a), (b) and (c) 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.

(k) 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.

(l) 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 email address, domain name or metatag, or any other similar tactics to mislead another's potential customers. (m) RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

4. Limits of our Liability.

Regardless of the number of:

(a) persons or organizations who are Insureds,

(b) persons or organizations who sustain personal and advertising injury, or

(c) claims made or suits brought on account of personal and advertising injury,

our liability is limited as follows:

(i) 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.

(ii) subject to (i) 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 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.

Territorial Scope

It is hereby agreed and declared that by payment of additional premium territorial scope has been extended to cover operations within India to Worldwide. All other terms, conditions and warranties remain unchanged in the policy.

5. GENERAL CONDITIONS, paragraph 4 is amended to read as follows:

4. Duties in the Event of Occurrence, Offense, Physical Damage, Claim or Suit.

A. 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. B. 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. C. 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.