



**IFFCO-TOKIO GENERAL INSURANCE CO. LTD**

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

**IFFCO-Tokio Drone Rakshak Insurance Policy**

**Prospectus**

**UIN:IRDAN106RP0029V01202223**

**About IFFCO-Tokio Drone Rakshak Insurance Policy**

IFFCO-Tokio Drone Rakshak Insurance Policy provides seamless integrated Insurance Solution for Drones incorporating the basic requirements of coverage of Third-Party Liability, Damage to the Drone & protection of the Drone operator along with some optional covers.

**Coverages**

- I. **Legal Liability to Third-Party:-** We will Indemnify the Insured against his/her /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.
- II. **Physical Damage to Drone Body:-** We will Indemnify the Insured in respect of repair/replacement cost of the Insured Drone arising out of:
  - a. An Accident (Including loss of possession of Drone as a result of an Accident),
  - b. Theft, provided that the liability of the Company will not individually or in the aggregate exceed the Sum Insured mentioned in the Policy Schedule.
- III. **Personal Accident Cover to Operator: -** We will Indemnify the Insured / Authorised Operator for bodily Injury sustained in India while operating Drones and arising out of an accident.  
We will make payment as provided for below:-
  - a. Death
  - b. Permanent Total Disability
- IV. **Accidental Medical Expenses Cover to Operator: -** We will Indemnify the medical expenses incurred by Insured / Authorised Operator who has been hospitalized because of a bodily injury arising out of flight of the covered Drone.

**General Exclusions Applicable to All Sections: -**

1. WAR, HIJACKING AND OTHER PERILS EXCLUSION CLAUSE. AVN 48B  
(amended for Drones)  
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 Drone in Flight (including any attempt at such seizure or control) of the Drone acting without Your consent.

Furthermore, this Policy does not cover Claims arising whilst the Drone is outside Your control by reason of any of the above perils.

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

- 2. Drone(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 thereof.
- 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. Drone(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 Drone(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:**

This Insurance 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 Insurance concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

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 drone operation

Notwithstanding any other provisions of this policy, we will have no duty to investigate, defend or pay defence 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):

- 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 drone operation.

Nothing in this exclusion shall override any radioactive contamination or other exclusion clause made part of this policy.

**14. Sanction & Embargo clause.**

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.

15. Any loss or liability arising out of drone if it does not comply with the mandatory safety feature as notified by Central Government.
16. Carriage of arms, ammunition, explosives and military stores, etc.— No claim shall be admissible for drones which carry or permit to carry to, from, within or over India, any arms, ammunitions, munitions of war, implements of war, explosives and military stores.
17. Mandatory reporting of an accident. — No claim shall be admissible for drones where the remote pilot has not reported an accident within forty-eight hours of its occurrence to the Director General through the digital sky platform.

**Optional Covers: -**

1. Alternate Hire Charges :- It covers reasonable cost of renting temporary replacement Drone, whilst repairs are being made to the damaged drone to enable **You** to continue with Your business or operation.
2. Cyber Liability Cover:- It covers 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 Drone whilst in-Flight with the intention of inflicting harm.
3. Invasion of Privacy Cover:- It covers invasion of privacy committed by you, whilst operating a Drone. We will indemnify you against the sums that you are legally liable to pay as compensation, provided that the committed offence was unintentional, inadvertent and involuntary.
4. Night Flying Endorsement:- It covers Night Flying i.e. operating of Insured Drone during the hours of darkness.
5. BVLOS Endorsement:- It covers Beyond Visual line of sight operations (BVLOS).  
“BVLOS” shall mean an operation in which the remote pilot or the observer does not use visual reference to the unmanned aircraft / Drone in the conduct of flight.
6. Drone in Transit Endorsement :- It covers Drone(s) and/or Associated Equipment against Loss, Theft, Disappearance or Accidental Damage occurring while in transit.
7. Liability for damage to Drone that Insured does not own:-  
It covers damage to unmanned aircraft system that is in your care, custody or control.
8. A) Personal & Advertising Injury Liability :- We will pay those sums that You become legally obligated to pay as damages because of personal and advertising injury to which this insurance applies.  
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.

### **Cancellation**

The Policy may be cancelled by Insured at any time by giving at least 7 days written notice to Us. We will refund premium according to the Short Period Rates given in the Policy wording, provided there is no claim in the policy.

We may cancel the Policy at any time on grounds of mis-representation, non-disclosure of material facts, fraud or non-cooperation by the Insured, by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts, fraud or non-cooperation

### **This Prospectus**

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **IFFCO-Tokio Drone Rakshak Insurance Policy** document. You must read the policy document to know the insurance cover fully.

For any legal interpretation, policy document issued to you will hold.

### **Grievances**

In case of any grievance, You may contact the company through

1. Website : [www.iffcotokio.co.in](http://www.iffcotokio.co.in)
2. Toll Free : 18001035499
3. Email : [support@iffcotokio.co.in](mailto:support@iffcotokio.co.in)
4. Courier : Chief Grievance Officer  
IFFCO-Tokio General Insurance Company Limited  
IFFCO TOWER – II ,Plot No.3, Sector-29, Gurgaon  
Haryana-122001

### **INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates**

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

**Disclaimer: In the event of any question relating to interpretation of the insurance coverage, exclusion, condition the policy document will prevail.**