

PROSPECTUS FILM INSURANCE

INTRODUCTION

This policy is designed to meet the insuring needs of the movie producers/ film directors. For producers working on motion pictures and television shows, television series, or any other production on film or tape that includes actors, sets, props, equipment, money, and liability exposure, this policy is meant to offer a comprehensive insurance solution.

Who Can take this Policy

The Policy can be taken by Film Producer, Director, Financier and any principal person having financial interest in the production of the proposed film.

Section 1 "Cast Insurance" and Section 2 "Negative and Videotape" Insurance mandatory to be taken under the Policy, rest of the sections are optional.

Scope of Cover

1. Section 1- Cast Insurance

We shall indemnify You for loss due to the remuneration paid to the named Insured Person cast member(s) as shown in the budgeted production cost submitted to Us, upto the Sum Insured specified in the Schedule, in the event of:

1. Death of the named Insured Person cast member
2. Named Insured Person cast member being diagnosed as contracting any illness or sickness or sustaining accidental injury leading to hospitalization
3. Kidnapping of the named Insured Person cast member

Provided such an event has necessarily and permanently prevented the commencement, continuation or completion of the named Insured Person's duties as a cast member in the insured production.

The cover under this Section is to expire for each named Insured Person cast member, on the completion of their respective duties or performance in the insured production or on the expiry of the Policy whichever is earlier.

Extension of Production Period

In the event that the Insured Production has not been completed by the termination date as specified in the Schedule the coverage under this Section, upon prior notification and acceptance by Us, can be extended until completion of insured production, subject to the payment of additional premium.

Limit of Liability and Deductible

Our limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the insured production.

The deductible, as specified in the Schedule will be applicable on each separate claim under this Section.

Specific Exclusions

The Company shall not be liable to pay for any claim in respect of:

1. Any pre-existing condition/disease/illness/disability / accidental injury.
2. Death, disease, illness, disability or injury
 - a. Due to mental disorders.
 - b. Caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
 - c. Treatment of obesity, general debility, convalescence, run down condition or rest cure, congenital external illness, defects or anomalies, sterility, venereal disease or intentional self-injury and use of

- intoxicating drugs/alcohol.
- d. The inability of the insured female to perform as a result of pregnancy, Menstruation, Child Birth or Condition and/or Consequence pertaining thereto.
 - e. From intentional self-injury, suicide or attempted suicide.
 - f. Self exposure to needless perils except in an attempt to save human life.
 - g. Whilst under the influence of liquor or drugs or other intoxicants.
 - h. Whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - i. Directly or indirectly, caused by venereal disease, AIDS or insanity.
 - j. Any person(s) committing any breach of the law irrespective of the awareness or unawareness of the existence of any such legislation(s), accused as criminal and is under interrogation and or arrest by the judiciary.
 - k. Whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
 - l. Caused by Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
 - m. Caused by Insured Person(s) taking part in any hazardous stunt(s).
3. Any payment in connection with or in respect of any expenses whatsoever incurred by You in connection with the kidnapping of the Insured Person:
 - a. Due to any fraudulent, dishonest or criminal act by an identifiable employee of the Yours /Insured Person, acting alone or in collusion with others.
 - b. If the Insured Person has suffered a kidnapping or an attempted kidnapping in the past.
 4. Loss of money, securities or other consideration surrendered as a ransom payment by You /Insured Person as a result of kidnapping or alleged kidnapping and/or abduction or alleged abduction.
 5. Any exclusion stated in the General Exclusions Section of this Policy.

2. Negative and Video-Tape Insurance

We shall indemnify You for loss or damage You shall sustain as a result of damage to Negative Film and/or Videotape used in connection with the Insured Production by insured perils mentioned below whilst in operation, storage and transit.

On All Risk Basis including but not restricted to following

1. Fire and allied perils,
2. Earthquake,
3. Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation,
4. Riot, strike and/or malicious damage, civil commotion
5. Act of God perils,
6. Natural calamities,
7. Impact damage,
8. Political Strike,
9. Burglary, Housebreaking, theft, larceny, robbery
10. Breakdown, mechanical/electrical/electronic derangement, accidental damage
11. Unseasonal Rain and Weather(if additionally covered)—Based on Metrological Department report/paper cutting.

Limit of Liability and Deductible

Our limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the insured production.

The deductible, as specified in the Schedule will be applicable on each separate claim under this Section.

The Sum Insured for the property insured will be based on the Market Value of the property at the time of

occurrence of any loss or damage, unless specifically agreed, between You and Us, to be on the basis of Reinstatement Value of the property insured.

The payment shall not exceed the sums insured in respect of this property nor the amount actually spent to repair or replace the property for the same occupancy or use to a condition equal to but not better or more extensive than its condition when new.

Specific Condition

Coverage under this Section shall commence on the date declared in the proposal form as the start date of coverage under this Section and as specified in the Schedule. Unless otherwise endorsed, the coverage under this Section shall continue on the earliest of the following

- a. the date on which a Protection Print and/or Duplicate Tape has been completed (an extension of up to 24 hours will be allowed to store it in an area physically separated from the original negative and/or tape); or
- b. thirty (30) days after completion of Post Production; or
- c. until the expiration date of this Policy; or
- d. Cancellation

Extension

This Section can be extended to pay for losses or damage cost by:

1. Fogging or the use of faulty materials
2. Faulty cameras or videotapes recorders
3. Faulty sound equipment or sound track
4. Faulty developing, editing or processing
5. Cutting, physical editing, cueing or other laboratory work or accidental erasure of videotape recordings or sound track.
6. Accidental exposure to light.

Specific Exclusions

- a. Deterioration, atmospheric dampness or changes in weather conditions; exposure to extreme temperatures, unless due to a peril otherwise covered and unless not within the control of the Insured.
- b. Damage to or destruction of negative film and/or videotape, including duplicate work prints or out-takes, caused by or resulting from intentional acts of the Insured, or at the direction of the Insured whether express or implied.
- c. Deliberate exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recording or reproduction of such videotape recordings.
- d. Errors or omissions by the production crew due to non-compliance with the instructions or specifications of the material or equipment used in the production, or the accepted standards of industry practice, including errors of judgement in exposure, lighting or sound recording or from the use of incorrect type of camera, lens, raw film or tape stock, testing of raw film, equipment or new techniques, and to experimental work.
- e. Delay in delivery of raw film or tape stock.
- f. X-rays, X-ray system, fluoroscopic inspection devices, electromagnetic radiation.
- g. Damage to any of the materials described in the insuring agreement including artwork and drawings, software and related material used to generate computer images as well as unused footage which have already been photographed and for which satisfactory negative film exists unless the corresponding negative film is also damaged, requiring reproduction of the materials as well as of the film.
- h. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- i. Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electric currents artificially generated, within the property or facilities used by the Insured in connection with production, unless fire ensues and in such cases liability shall be limited to that portion of the loss caused by such ensuing fire.
- j. Loss, destruction or damage caused by or resulting from delay, loss of market or use, interruption of business or other consequential loss extending beyond direct physical loss or damage.
- k. Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open.

1. Consequential loss or legal liability of any kind. Loss or damage due to or contributed by the Insured having caused or suffered anything to be done whereby the risk hereby insured against was unnecessarily increased.
- m. Loss due to misfortune from any fortuitous cause unless specifically specified.
- n. Any exclusion stated in the General Exclusions Section of this Policy.

3. All Risks- Equipment Cover

We hereby agree to indemnify You against accidental loss, destruction or damage to Property Insured as detailed in the Schedule from whatever cause arising, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the stated Territorial Limits, and not exceeding the Total Sum Insured specified in the Schedule.

For purpose of this section "Equipment" shall mean Camera, Lighting, Sound, Props, Sets and Wardrobes

Following loss destruction or damage We will pay the cost of reinstating the property equal to its condition when new provided that

- a. the replacement property is substantially the same as but not better than the original property when new
- b. You incur the cost of replacement

Specific Exclusions

We shall not be liable for

1. the first amount shown in the Schedule in respect of each and every occurrence of accidental loss, destruction or damage as otherwise payable under this Section
2. loss, destruction or damage arising from
 - a. wear, tear, gradual deterioration, moth, vermin, atmospheric or climatic condition or any gradually operating cause
 - b. property undergoing any process or cleaning, repair or restoration
 - c. mechanical or electrical breakdown unless accompanied by other damage insured by this Policy
 - d. faulty manipulation
 - e. delay, confiscation or detention by customs or government officials
 - f. abandonment
3. Erasure or any loss of magnetism of tapes
4. theft losses from unlocked unattended vehicles
5. disappearance unexplained or inventory, shortage, misfiling or misplacing of information
6. consequential loss of any kind or description except Loss of Hiring Charges for which the Assured is legally responsible as cover under Clause 1 hereon
7. acts of fraud or dishonesty
8. jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art
9. motor vehicles, trailers, watercraft, hovercraft or aircraft
but this shall not exclude such damage if resulting from a cause which is not otherwise excluded or subsequent damage if resulting from an ensuing cause which is not otherwise excluded.

Special Conditions

1. Unaccompanied Transit
Warranted that all Cameras, Lighting, Sound Equipment be professionally packed whilst in unaccompanied transit.
2. Protection Maintenance
You shall take all reasonable precautions to safeguard the property maintaining in good order throughout the currency of this insurance the whole of the protections provided for the safety of the said

property. Such protections be in use at all times when the property is left unattended.

3. Average

If at the time of accidental loss, destruction or damage the Sum Insured on property is less than the value of such property covered then You shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.

4. Hired Equipment

All Equipment hired by You shall be inspected prior to acceptance and subsequently returned to authorised officials of the hiring company.

5. Premium Adjustments

The premium paid at the commencement of each annual Period of Insurance in respect of Item 1 of this Section of the Policy is provisional being based on the estimated Annual Hiring Charges shown in the Schedule. Such premium will be adjusted on actual costs subject to the retention of any Minimum Premium specified which shall be provided within 30 days from the expiry of termination of this Policy.

On payment of additional premium, this section can be extended to cover

Loss of Hiring Charges

The insurance provided under this Section of the Policy can be extended to indemnify You in respect of loss of hiring charges for which You are responsible under Conditions of Hire arising directly from accidental loss destruction or damage to property otherwise insured by this Policy.

Provided that We shall not be liable for hiring charges arising more than 13 weeks from the date of accidental loss destruction or damage to which they relate.

Hiring Costs

The Insurance provided by under this section of the Policy can be extended to indemnify You in respect of additional costs necessarily incurred in hiring alternative Equipment arising directly from accidental loss destruction or damage to such Property up to X% of the respective Sum Insured subject to a limit of Rs X any one claim.

4. Section 4- Extra Expenses

We shall pay extra expenses over and above the budgeted production cost (not including the loss of earning or profits) necessarily incurred by You in the event of the interruption, postponement, re-scheduling or re-shooting, cancellation or abandonment of the Insured Production as a direct result of

1. Contingencies covered under Sections 1, 2 and 3 of this Policy for which payment shall have been made or liability admitted there under.
2. Inability of the named Insured Person cast member under Section I of this Policy to reach the location of the Principal Photography due to
 - a. Any illness or sickness or sustaining accidental injury leading to hospitalization beyond 72 hrs to a maximum duration as specified in the Schedule.
 - b. Death of an immediate family member limited to number of days as specified in the Schedule.
 - c. Kidnapping or Hijacking of the named Insured Person limited to number of days as specified in the Schedule.
 - d. Act of God Perils.
 - e. Riots, Strikes, Civil Commotion, Malicious Damage.
 - f. Political Strike.
 - g. Unseasonal Rain & Weather Cover (if additionally covered)- Based on Metrological Department report/paper cutting.
 - h. Delay of common carrier for more the specified number of hours from the scheduled time-
 - i. National Mourning (President, Vice president and Prime minister).

3. The location(s) wherein the Insured Production is scheduled to take place being affected by

- a. Act of God Perils.
- b. Riots, Strikes, Civil Commotion, Malicious Damage.
- c. Political Strike.
- d. Unseasonal Rain & Weather Cover (if additionally covered) — Based on Metrological Department report/paper cutting.
- e. Delay of common carrier for more the specified number of hours from the scheduled time-
- f. National Mourning (President, Vice president and Prime minister).

Limit of Liability and Deductible

Our limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the Insured Production.

The deductible, as specified in the Schedule will be applicable on each separate claim under this Section.

Special Conditions

Applicable to all sections from Section I to Section IV

1. All the materials described in the insuring agreement including artwork and drawings, software and related material used to generate computer images as well as unused footage are to be kept until completion of the negative production print or duplicate tape. Damage to any of these materials and drawings which have already been photographed and for which satisfactory negative film exists shall not result in a loss under this Policy unless the corresponding negative film is also damaged, requiring reproduction of the materials as well as of the film.

The cover to the negative film shall apply only until the release date as mentioned by You in the proposal form. Such release date as communicated by You to Us shall not be the subject to any change of any nature and / or manner whatsoever unless such change is by or due to interruption, cancellation, postponement, re-scheduling or re-shooting, abandonment must be caused by and / or necessitated due to insured peril(s) only as have been stated in the Policy herein.

2. In the event of the non release of the declared production due to any reason of any nature and or manner whatsoever other than the insured peril(s) this Policy shall in its complete and entirety, expire on the date communicated by You to Us as the release date or such extended date, if any, as mentioned in the abovementioned paragraph without making Us liable for any loss of any manner and / or nature whatsoever for all future times.
3. The cameras, lenses and related equipment are fully tested and proved to be in sound working condition for the purpose it is intended to be used at the commencement of the filming or taping of any Insured Production, in accordance with the highest standards of the industry practice.
4. In case of transfer from negative to video or of any other change of format it is warranted that the Insured produces a protection print of the negative prior to such transfer or change of format.

5. Section 5- Money Insurance

We hereby agree to indemnify You against loss destruction or damage to Money from whatsoever cause arising, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the Territorial Limits and not exceeding the Limit of Liability stated in the Schedule.

Special Condition

1. It is warranted that You shall maintain and keep a complete account of money in a safe, cupboard or cash box under lock and key at places other than the place where the money covered is kept. Our liability shall be limited to the account actually shown by such records not exceeding the Sum Insured stated in the Schedule.
2. It is also warranted that money collected by You or Your authorised employee whilst in transit to Your business premises location/premises which is in use or will be in use for the Principal Photography of the Insured Production or Bank shall not remain in their personal custody for more than 48 hours.

3. We shall be entitled in the Your name to have the absolute conduct and control of all or any proceedings that We consider necessary for the purpose of tracing and recovering money lost or of securing reimbursement of money lost and You shall at the Our expense furnish all such assistance as may reasonably be required by the Us in connection with such proceedings and in the event of any or all of the money being recovered it shall be imperative upon You to refund to Us such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total money lost.
- Specific Exclusions**

We shall not be liable for

1. The first amount shown in the Schedule in respect of each and every occurrence of loss destruction or damage as otherwise payable under this Section.
2. Shortages due to error or omission or mysterious disappearance
3. Loss destruction or damage from the dishonesty of any employee
 - a. Unless such loss destruction or damage is discovered within seven working days of its occurrence and reported to Us.
 - b. Insured under a Fidelity Guarantee Policy except in respect of any excess beyond the amount which would have been payable under such Policy had this insurance not been effected.
4. Loss destruction or damage resulting from a safe or strong room being opened by the use of key or combination code through the key or combination being left on the premises whilst closed for business purposes.

6. Section 6- Personal Accident Insurance:

1. This Section provides for compensation to the Insured Person towards bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement within 12 (twelve) calendar months of occurrence of such injury.
2. It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused solely and directly by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person's dead body to the place of residence, subject to a limit specified in the Schedule.

It further provides for, in the event of death or permanent total disablement of the Insured

3. Person caused solely and directly by accidental, violent, external and visible means, compensation towards Education Fund for dependent children as below:
 - a. If the Insured Person has one dependent child below the age of 21 years who is pursuing studies, an amount upto the limit, specified in the Schedule.
 - b. If the Insured Person has more than one dependent child below the age of 21 years who are pursuing studies, an amount upto the limit, specified in the Schedule.

Provided that the age limit of 21 years shall apply as on date of accident and not at the beginning of the Policy year.

The maximum liability of the Company under this Section shall be referred to as "The Capital Sum Insured (CSI)"

Basis of Settlement

Subject to the Capital Sum Insured (CSI) being the maximum liability of the Company under this Section, We shall pay to You / the Insured Peson(s) the sum or sums as set forth in the Table of Benefits below:

Losses covered	Percentage of Sum Insured
i. Loss of Use/ Physical Separation:	
a. One entire hand	50
b. One entire foot	50
ii. Loss of Use of one eye	50
iii. Loss of toes – all	20
a. Great both phalanges	5

b. Great – one phalanx	2
c. Other than great if more than one toe lost each	1
iv. Loss of Use of both ears	50
v. Loss of Use of one ear	20
vi. Loss of four fingers and thumb of one hand	40
vii. Loss of four fingers	35
viii. Loss of thumb	
a. Both phalanges	25
b. One phalanx	10
ix. Loss of Index finger	
a. Three phalanges	10
b. Two phalanges	8
c. One phalanx	4
x. Loss of middle finger	
a. Three phalanges	6
b. Two phalanges	4
c. One phalanx	2
xi. Loss of ring finger	
a. Three phalanges	5
b. Two phalanges	4
c. One phalanx	2
xii. Loss of little finger	
a. Three phalanges	4
b. Two phalanges	3
c. One phalanx	2
xiii. Loss of metacarpus	
a. First or second (additional)	3
b. Third, fourth or fifth (additional)	2
xiv. Any other partial disablement	% as assessed by a panel doctor

Notwithstanding anything contained in the Policy, We shall not be liable for compensation under more than one of the items hereinabove, in the same period of disablement of the Insured Person.

Provided always that We shall not be liable under this Section for:

1. Any payment in case of more than one claim under the Policy during any one period of insurance by which Our maximum liability in that period would exceed the sum payable under item (1) of the Table of Benefits hereinabove.
2. Any existing disablement.
3. Payment of compensation in respect of death, injury or disablement of the Insured Person(s)
4. from intentional self injury suicide or attempted suicide,
5. whilst under the influence of intoxication, liquor or drugs
6. whilst engaging in Aviation or whilst mounting into, dismounting from or travelling in any aircraft anywhere in the world
7. directly or indirectly, caused by venereal diseases or insanity,
8. arising or resulting from the Insured/ Insured Person(s) committing any breach of law with criminal intent
9. whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
10. Death or disablement resulting directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
11. Upon payment of additional premium, this Policy can be extended to cover medical expenses as compensation, up to Sum Insured as specified in the Schedule, in settlement of a valid claim under the Policy.

Section 7- Public Liability- Property and Personal:

We will indemnify You against Your legal liability (including Defense Costs) to pay Damages for third party civil claims arising out of Bodily Injury or Property Damage caused in the course of the Event by an Accident in the Premises where it is held and during the Policy Period if notified during the Policy Period in accordance with the terms of this Policy.

We will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defense or settlement of any claim and Your 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. All amounts expended by Us in the payment of any claim or in Defense Costs will reduce the Limit of Indemnity.

Special Conditions Applicable to Section 5

It is a condition precedent to Our liability hereunder that You shall immediately and in any event within 7 days give Us written notice, to the address specified in the Schedule for this purpose, of:

- a. Any claim made against You during the Policy Period and/or
- b. Any circumstance occurring during the Policy Period, which might reasonably be expected to give rise to a claim. Any circumstance notified under this clause and any subsequent claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and
- c. Shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without Our prior written consent, which shall be entitled (but in no case obliged) to take over and conduct in Your name the investigation, defense and/or settlement of any claim, for which purpose You shall give all the information, documentation, records and other assistance that We and/or Our representatives may reasonably require. Having taken over the defense of any claim, We may in Our sole and absolute discretion relinquish the same.
- d. We will not settle any claim without Your consent. If, however, You refuse to consent to any settlement recommended by Us and elect to contest or continue any legal proceedings then the Our shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
- e. In respect of any claim, We may in Our sole and absolute discretion make a payment to You (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all Our liability to You under this Policy in respect of that claim.
- f. The Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of the same;
- g. Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

Specific Exclusions

We shall not be 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:

- a. Any agreed assumption of risk by You, save to the extent that liability would have attached in the absence of such agreement;
- b. Any accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision;
- c. Any bodily injury of any person under a contract of employment or apprenticeship with You, or Your contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment;

- d. Your 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;
- e. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs;
- f. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from;
- g. The ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - 1. Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - 2. Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- h. Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- i. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- j. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft;
- k. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises;
- l. Damage to property belonging to third parties that is rented, leased or hired or under hire purchase or on loan to You. An indemnity shall however be provided for Claims arising out of accidental damage to the Insured Premises or the Contents thereof, that are temporarily occupied by You for working thereon, but only to the extent You are held legally liable for the same independently of any specific agreement relating to the use of the same;
- m. Damage to property belonging to third parties handled by You by way of Your trade or worked upon by or in the Your care, custody or control or any person employed by or working for Your. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the Insured's Premises with Your consent;
- n. The deliberate, conscious or intentional disregard by the Your management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage;
- o. Bodily Injury and/or Property Damage occurring prior to the retroactive date (if any) specified in the Schedule;
- p. Pollution of any kind;
- q. Product liability ;
- r. Any claim made, threatened or intimated against the Insured prior to the Policy Period;
- s. 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 Us or not); or of which You first became aware prior to the Policy Period and which You knew or ought reasonably to have known had the potential to give rise to a Claim;

- t. Liability more specifically insured elsewhere;
- u. Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal;
- v. Any claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance;

Section 8 – Employee's Compensation

This Section covers Your legal liability to employees under Fatal Accidents Act 1885/ Employee's Compensation Act 1923 or any amendments thereto and in Common Law to pay compensation in respect of accidental death or injury sustained during the currency of this Policy arising out of and in the course of employment with You in India as described in the Schedule. In addition to the compensation as stated above, We will also pay claimant's cost, fees, and expenses and defence costs incurred with its consent in defending a claim.

Specific Exclusions

1. Any interest and/or penalty imposed on You on account of failure to comply with the requirements laid down under Employee's Compensation Act 1923 and subsequent amendments thereto.
2. Your liability to employees of contractors engaged by You unless specifically covered.
3. Any liability of You, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

Section 9 - Inclement Weather

We hereby agree to indemnify You against all financial consequences that you (the production) would suffer following a reasonably and necessarily cancellation, interruption or postponement of the production which results directly or indirectly from adverse weather and rain on the shooting location and in so far either the scheduled shooting period had to be extended or additional shift was requested to complete the shooting within the same scheduled time frame due to occurring of any one of the following.

- a) Refusal of authorization by a local political authority and/or bailiff on oath, which has been given notice of before or during the shooting, because of obvious insecurity to set up or organize the shooting and/or
- b) Wind blowing in excess of 90 km/hour and /or
- c) Violent storms with rainfall and/or
- d) Settling of the ground and mudslide following inclement weather and/or
- e) Overflowing of watercourse and/or
- f) Torrential rain and/or
- g) Flooding of more than 40% of the ground where the shooting takes place and/or
- h) Natural disasters

Specific Exclusions:

1. Shooting in India during the monsoon period.

Section 10 – Animal Insurance

We hereby agree that in the event of the immediate death of the animal, or if the death occurs within maximum 1 year following the accident that caused it, the amount as set in the Schedule shall become payable under the Policy.

Special Condition

1. In respect of the rider, any damage to the animal ridden resulting from a state drugs, anabolic steroids, or medicines that are not prescribed by a doctor;
2. In respect of the animal insured, accidents resulting from a state of pharmaceutical influence or under the influence of drugs, anabolic steroids, or medication or drugs that are not prescribed by a medical officer or veterinary.

Section 11 – Chartered Vehicles

We hereby agree to indemnify You for any Accidental Damages/ destruction, to chartered vehicles for which you are legally liable once they are on the shooting location and/or when they move along and/or are moved from one shooting place to another.

The scope of this section can be further extended to cover

- a) Burglary or theft with threat, use of false keys, climbing or deception

Special Conditions

We will not Pay for (unless specifically requested and accepted in writing by Us)

- a. Vehicles such as boats, planes, helicopters, trains, tramways, metros, and generally speaking every vehicle that is not intended to be used on the ground or on a road.
- b. Commercial vehicles and vehicles of the production
- c. Civil liability for character vehicles.
- d. Damages caused by or being directly or indirectly the consequence of stunts and/or special effects.

Additional Benefits under the Policy

Reinstatement of Sum Insured (Applicable for Sections 2, 3 , 4 , 5 and 7)

Position after the Claim:

- a. After a claim is paid to You under this Policy the Sum Insured of this Policy shall stand reduced to the extent of the amount paid as claim.
- b. You have the option of reinstating the value of Sum Insured under the Policy to the original Sum Insured under the Policy by payment of additional premium to Us.
- c. Replenishment of value will be done only after We receive a written request from the You and premium is paid there for .

At all times during the period of this Policy the cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, a pro-rata premium for the unexpired period from the date of such loss to the expiry of Policy period for the amount of such loss shall be payable by the Insured to the Company.

GENERAL EXCLUSIONS:

We shall not be liable to make any payment for any claim, directly or indirectly, caused by, based on, arising out of or howsoever attributable to any of the following:

1. The Insured/insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion.
2. Foreign invasion, act of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military, usurped power, riot, civil commotion, act of terrorism
3. Alcohol or drug abuse.

4. Ionising radiation or contamination from radioactivity from any nuclear fuel or from any nuclear waste by combustion of nuclear fuel

5. Nuclear weapons/materials or radioactive contamination.

6. Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.

7. Uninsured Event Exclusion

If any uninsured event occurs before, concurrently with or after the happening of an insured event and directly or indirectly causes or in any way contributes to cause a loss as defined herein under the terms of this Policy, then the portion of any such loss so contributed to by the uninsured event shall not be a loss recoverable hereunder.

8. Consequential Loss

Any consequential loss or damage which You may suffer by reason of claims by third parties for Your failure to fulfill any contract is hereby excluded.

9. Infidelity Exclusion

This Policy does not insure against loss or damage caused by or resulting from any fraudulent, dishonest, or criminal act(s) committed alone or in collusion with other by;

10. Any employee, officer, director, partner, trustee or any other authorized representative of the Insured, whether or nor such act(s) be committed during regular business house.

11. Terrorism Exclusion

This Policy does not insure against loss or damage caused by or resulting from any terrorist activities unless specifically covered

CLAIMS PROCEDURE

It is a condition precedent to Our liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, You/Insured Person shall undertake the following:

Upon the happening of any event giving rise to a claim, You/Insured Person shall Immediately contact Us and intimate the claim through Our call centre or in writing at the Policy issuing office. While intimating the claim, You/Insured Person shall be required to furnish all the requisite information, such as:

1. Name of the Insured/Insured Person
2. Contact details
3. Policy number
4. Date & Time of Loss
5. Location of loss
6. Nature of loss
7. Cause of loss
8. Whether Police authorities has been informed
9. Estimate of loss

On receipt of all the required information along with the claim form and the required documents, We shall offer a settlement of the claim to You. If We for any reasons to be recorded in writing and communicated to You, decide to reject a claim under the Policy, We shall do so by providing adequate reasons, after the receipt of the complete information.

For Sections 2, 3, 4, 5, 7 and 9

- a. On receipt of all the required information along with the claim form, We shall appoint a surveyor for assessing the loss/ claim within 72 hours of the receipt of intimation from You, if required

- b. You shall allow the surveyor to inspect the loss / damaged properties/goods. You shall assist and not hinder or prevent the surveyor in pursuance of his/her duties. You shall not abandon the insured property/items in the premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Us or the Surveyor.
- c. If We, on the receipt of a survey report, finds that it is incomplete in any respect, We shall require the surveyor, under intimation to You, to furnish an additional report on certain specific issues as may be required.
- d. The surveyor on receipt of this communication shall furnish an additional and on receipt of the survey report or the additional survey report, as the case may be, We shall offer a settlement of the claim to You. If We, for any reasons to be recorded in writing and communicated to You, decide to reject a claim under the policy, We shall do so within a period of 30 days from the receipt of the survey report or the additional survey report/ documents, as the case may be.

For Sections 1, 6

If You/ Insured Person shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to Us as soon as possible but in any event within fourteen days of the date of injury. If the Insured Person shall die, notice of death shall be given by You / legal representative(s) of the Insured Person forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by Us shall be furnished at the Your expense / legal representatives of the Insured Person, as the case may be, and shall be in such form and of such nature as We may prescribe. You/Insured Person must immediately after the occurrence of any accident which may be the subject of a claim hereunder, obtain medical treatment failing which We will not be liable for any consequence thereof.

Claim Documents:

In case of Death

- a. Policy Copy
- b. Medical Reports
- c. Medical Receipts/ Original Medical Bills
- d. Investigation reports like laboratory test, X-rays and reports essential of confirmation of the type and percentage of disability
- e. Any other document as may be required by Us.

In case of Permanent Total Disablement

- a. Policy Copy
- b. Disability certificate - Authorized Medical Practitioner of the district/ units concerned, (certificate) stating percentage of disablement
- c. F.I.R. and Panchnama wherever applicable (original or certified copies)
- d. Medical report
- e. Investigation reports like laboratory test, X-rays and reports essential of confirmation of the type and percentage of disability
- f. Original medical bills
- g. Any other document as may be required by Us.

In case of claims under Section 2, 3, 4, 5 and 7

- a. Policy Copy
- b. Suppliers' original Invoice for replacement of any of the items of the Insured Property, damaged by the Accident and requiring replacement in the opinion of the surveyors/claim investigators
- c. Rent/ Lease agreement wherever required
- d. A copy of FIR/ DDR as applicable
- e. Proof of ownership- bills, etc
- f. Any other document as may be required by Us.

In case of claims under Section 9

- Policy Copy
- Weather/ Climatic Reports
- Pictures for proof
- Any other document as may be required by Us.

Wherever details pertaining to happening of claim are conveyed by You to Us after reasonable period, You shall provide the reasons of such delay to Us and We may on analysis of reasons provided by You, may condone the delay in intimation of claim or delay in providing the required information/documents to Us.

Endorsements Wordings

Endorsement 1 — Public Liability Overseas

It is hereby agreed and declared that having received an additional premium amounting to Rs x the Policy shall be extended to cover those sums that the insured become legally liable to pay as damages because of bodily injury or property damage to third party in any of the country/les mentioned below

- _____
- _____
- _____

The Any One Accident and the Any One Year liability of the Company under this Sub- section for any one Policy Period shall not exceed the limit specified in the Schedule.

This coverage is applicable only if:

- The Bodily Injury or Property Damage is caused by an occurrence that takes place in the coverage territory;
- The Bodily Injury or Property Damage occurs during the Policy Period
- The indemnity under this Sub-section only applies to claims arising out of accidents during the period of insurance and first made in writing during the Policy Period.

The other terms and conditions under this Policy remain unchanged.

STANDARD TERMS AND CONDITIONS:

1. Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by You or any one acting on Your behalf to obtain any benefit under this Policy.

2. Reasonable Care

You shall take all reasonable steps to safeguard the Your interests of the against accidental loss that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as

they relate to anything to be done or complied with by You, shall be a condition precedent to Our liability to make any payment under this Policy.

4. Material change

You shall immediately notify Us in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation, trade or business practices thereby containing the circumstances that may give rise to the claim and We may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record.

6. Notice of charge etc.

We shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by Us to You or Your legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to Us

7. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule to this Policy shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule to this Policy, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule to this Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

8. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve

(12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

9. Cancellation/termination

This insurance may be terminated at any time at the Your request in writing, in which case We will refund the premium as per the short period scale as below provided there is no claim under the Policy during the Period of Insurance. In case of any claim, no refund of premium shall be allowed under the Policy.

Table of Short Period Rates	
Period of Risk	Amount of the premium to be retained by the Company
Up to 1 Month	25% of Annual Premium
Above 1 Month up to 3 Months	50% of Annual Premium
Above 3 Months up to 6 Months	75% of Annual Premium
Above 6 Months	100% of Annual Premium

This insurance may also at any time be terminated at the option of the Company on 15 days notice to that effect being given to You, in which case We shall be liable to repay on demand a rate-able proportion of

the premium for the unexpired term from the date of the cancellation subject to no claim being lodged on the Policy.

The grounds for cancellation of the policy, for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

10. Jurisdiction of Policy Disputes

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

11. Arbitration clause

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.

12. Free Look-up period

You would be given a period of 15 days (Free Look Period) from the date of receipt of the documents to review the terms and conditions of the Policy. Where You disagree to any of those terms or conditions, You have the option to return the Policy stating the reasons for the objection, when You shall be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by Us on Your medical examination and the stamp duty charges. In case the request for cancellation comes 30 days after the Cover Period start date, pro-rata refund of premium would be paid to You.

13. Renewal

This Policy will terminate at the expiration of the period for which premium has been paid or on the Policy End Date shown in the Proposal Form and Schedule, whichever is earlier.

The Policy may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

14. Contribution

If at the time of a claim there is another insurance Policy or other contract in the Policyholder's name which covers the Insured Person for the same expense or loss, We will only pay Our proportionate share of the loss. Our Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss. This does not apply to, Accidental Death, Accidental Dismemberment, Accidental Permanent Total Loss of Use, Permanent Total Disability and In-Hospital Indemnity, which We will pay in full if available under this Policy.

15. Continuity

For Roll Over Cases (inward migration from other Insurers) Continuity benefits will be available only with respect to accumulation of earned cumulative bonus. Such benefits shall be offered on all individual policies where the Insured(s) have maintained a Personal Accident Policy on a standalone basis (not under a group cover) which is in force (or within the Grace Period) at the time of proposing for this Policy and corresponds to the Policy Option i.e Individual or Family Package Cover.

Notices and Claims

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

E-mail Address: contactus@universalsampo.com.

Note: Please include your Policy number for any communication with us. **Claims Disclaimer**

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this Policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1-800-22-4030 or 1-800-102-4030 or 1- 800-200-4030. Please note that no delay should be allowed to occur in notifying a claim on the Policy as the same may prejudice liability.

In case of any discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.

GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

➤ **Step 1**

a. Contact Us

1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsampo.com

c. Write to us Customer Service Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. Senior Citizen Number: 1800 267 4030

➤ **Step 2**

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsampo.com

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

➤ **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsompo.com

For updated details of grievance officer, kindly refer the link

<https://www.universalsompo.com/resourse-grievance-redressal>

➤ **Step 4.**

Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>
Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

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, the policy wordings and policy document will prevail.

Registered & Corp Office: Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsompo.com, website link www.universalsompo.com