Entertainment Production Policy

WHEREAS the Insured declared in the Schedule hereto [hereinafter called the "Insured"] by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to "ICICI LOMBARD" [herein after called the "Company" or Insurer] for the insurance hereinafter contained and has paid the premium stated in the said Schedule or during any further period for which the Company may accept payment for renewal of this Policy.
Policy can be availed by opting for a minimum of any one Section from the coverages mentioned below.

We hereby agree, subject to the terms, conditions and exclusions herein contained or other-wise expressed herein, to pay the insured a sum as compensation for any loss or damage caused, as described under different sections hereunder, but not exceeding the Sum Insured as specified in Part I of the Schedule to the Policy.

SECTION 1: CAST INSURANCE

SCOPE OF COVER

The Company agrees to indemnify the Insured for the actual remuneration/ fees paid to the artists, cast and key persons named/unnamed in the Policy Schedule, if such persons have necessarily been prevented from commencing or completing their respective duties on performances resulting in reshooting of the role of such named/unamed artists, cast and other key members during the Cover Period of the declared Production, arising out of Accidental Death (Including Family Members), injury, illness or sickness.
The Company's liability to indemnify the Insured shall be limited to the amount in Excess of the deductible stated in the Schedule. The cover under this section for the named/unamed artist cast/key members shall expire either on the death of named/unamed artist, cast/key members or on the completion of their respective duties or performance in the insured Production or completion of the shooting schedule or on the expiry of the Policy, whichever is earlier.

BASIS OF SUM INSURED

Actual remuneration paid/ to artists (named or unnamed), cast and key persons covered in the Schedule.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

1) Death or Illness directly or indirectly caused by or resulting from:

a. any person(s) accepted for the insurance under this section taking part in flying other than as passenger
b. any person(s) causing intentional self-Injury, committing suicide or attempted suicide
c. 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 police/ judicial order
d. any person taking part in hazardous stunts or actions unless opted as an extension under the Policy.

2) Any person under the age of 6 years and over the age of 65 years unless specifically agreed by the Company.

3) The inability of the Insured female to perform as a result of pregnancy, menstruation, Medical Termination of Pregnancy [MTP], child birth or condition and/or consequence pertaining thereto

4) Any artists, cast and key persons under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever

5) Any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates, or any other completion date, whether or not such loss, damage, expense, or liability occurs in conjunction with a loss otherwise covered under this Policy.

6) Company shall not be liable for any recoverable remuneration/fees paid by the Insured to the named/unamed artists, cast and other key members as per contract between them.

7) Unproven/Experimental treatment including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

8) Non-appearance of the named cast due to kidnapping.

SECTION 2: EQUIPMENT INSURANCE

SCOPE OF COVER:

The Company shall indemnify the Insured in respect of Accidental damage including breakdown of the equipment(s) owned/hired by the Insured including but not limited to cameras, camera equipment, sound and lightening equipment, portable equipment, portable electrical equipment, mechanical effects equipment, grip equipment, mobile equipment, raw film stock, recorded/ exposed Negatives (developed or underdeveloped), Video Tapes, beta tapes, digital drives such as hard disks etc, matrices, inter positive, positive, work prints, cutting copies, fine grain print colour (transparencies), reels, outwork and drawings and software and related material used to generate computer images, sound tracks caused by any unforeseen and sudden physical loss (except a cause which is excluded), whilst / due to 1. in transit, operation, and storage during the Cover Period of the declared Production

2. Burglary or Housebreaking or Robbery or Dacoit or Hold-up; and Theft.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2:

1. Any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process, performed or undertaken by the Insured or on their behalf or at the direction of the Insured except with respect to ensuing loss caused by or resulting from fire or explosion
2. Rain, sleet snow or hail, whether driven by wind or not, to property stored in the open. This exclusion shall not apply to property that was built or designed to be stored in the open
3. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such property contrary to the directives/guidelines of the makers/manufacturers and/or this agent.

4. Scratching, cracking and/or denting.
5. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
6. Any loss or damage to the insured property or to the general public and/ or legal liability arising out of immoral or unethical use of insured property.
7. The cost of repairing, restoring or reconfiguring computer software.
8. Loss or damage arising out of improper storage or transportation of the equipment
9. Any cost incurred with maintenance of the equipment, including parts replaced in course of such maintenance operations.
10. Any loss or damage to Drones or any flying object and third party liability arising of usage of Drones/such objects
11. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
12. Any loss covered under any other section of the Policy.
13. Any loss due to terrorism.
14. Damage to or destruction of Negative film or tapes as defined in the insuring agreement, including duplicate work prints or out – takes, caused by or resulting from intentional acts of the Insured or at the direction of the Insured
15. Negligence or breach of an expressed or implied term to exercise reasonable skill and care including but not limited to:

a. Errors or faulty manipulating of the camera operator or of his assistants
b. Errors of judgment including those in exposure, lighting and sound recording
c. Use of incorrect raw film stock or videotape beyond date of expiry mentioned by manufacturer
d. Deliberate or foreseeable exposure to light

16. Deliberate exposure of Video Tape or Video Tape recording to magnetic or electric fields other than in connection with the recording or reproduction of such videotape recordings
17. Delay in delivery of raw film or tape stock
18. X-rays, X-rays system, microscopic inspection devices, electromagnetic radiation
19. Consequential loss due to damage to film tapes, raw stock and Negatives
20. Any loss or damage caused after the film tapes/ raw stock/ Negatives have been received by distributors and or exhibitors
21. Errors and Omissions by the Production house due to noncompliance with the instructions or specifications of the material or equipment used in the Production or in the accepted standards of the industry.
22. Any loss during post production process.
23. Any loss directly or indirectly arising out of political strike/ disruption.

BASIS OF SUM INSURED AND INDEMNITY UNDER SECTION 2
Property will be valued at the full cost of repair or replacement as new.

Indemnity In case of Partial/Total Loss
In the event of a Partial/Total loss, the Company shall indemnify the Insured towards the damaged Equipment, at full cost of repair or replacement, without deduction of depreciation or betterment, provided that damaged Equipment is actually repaired or replaced by the Insured within a reasonable period of time not exceeding one (1) year following the loss., the property shall be valued at its actual cash value at the time and place of loss.

PROPERTY EXCLUDED UNDER SECTION 2

1) Aircrafts, watercrafts, motorcycles, motor vehicles or any other vehicle unless specifically covered. 2) Antiques, curios or objects/ works of art, pearls, jewellery, gold, bullion or unset precious stones and like Valuables unless specifically covered
3) Accounts; bills, currency, numismatic properties or coins or paper money; cheques, books of accounts or other business books, computer system records, notes; securities; stamps; deeds; evidence of debt; manuscripts, plans, drawings, letters of credit; credit cards passports; railroad, airline or other tickets unless specifically covered 4) Props, sets and wardrobe
5) Animals unless specifically covered
6) Natural plantation
7) Tools of trade including those of carpenters and electricians

SECTION 3: PROPS, SETS AND WARDROBE INSURANCE

SCOPE OF COVER:
The Company will indemnify the Insured in respect of Accidental damage to props, sets and wardrobe owned/hired by the Insured whilst in transit, operation and storage during the Cover Period of the declared Production caused by any unforeseen and sudden physical loss (except a cause which is excluded) and due to Burglary or Housebreaking or Robbery or Dacoit or Holdup; and Theft.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3

1. Subject to coverage under Pair and Set Clause
2. Any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process, performed or undertaken by the Insured or on behalf or at the direction of the Insured except with respect to ensuing loss caused by or resulting from fire or explosion
3. Breakage of glass or brittle articles unless caused by fire, lightning, earthquake or attempted theft. This exclusion does not apply to camera lenses

4. Damage to or destruction of the insured property caused intentionally by the Insured or at the direction of the Insured whether express or implied
5. Loss or damage to property insured under this section in or on Unattended Vehicles
6. Loss of market or use, interruption of business or other consequential loss extending beyond direct physical loss or damage
7. Any loss covered under any other section of the Policy.
8. Rain, sleet snow or hail whether driven by wind or not, to property stored in the open. This exclusion shall not apply to property that was built or designed to be stored in the open.
9. Scratching, cracking and/or denting.
10. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.
11. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
12. Any loss or damage to the insured property or to the general public and/ or legal liability arising out of immoral or unethical use of insured property.
13. The cost of repairing, restoring or reconfiguring computer software.
14. Loss or damage arising out of improper storage or transportation of the Insured Property.
15. Any cost incurred with maintenance of the Insured property, including parts replaced in course of such maintenance operations.
16. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
17. Improper handling, dismantling, fitting adjustment, repair alteration or modification to insured property not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such insured property contrary to the directives/guidelines of the makers/manufacturers and/or this agent.
18. Any loss due to terrorism.
19. Accidental damage to Cameras, camera equipment, sound and lightening equipment, portable equipment, portable electrical equipment, mechanical effects equipment, grip equipment, mobile equipment, raw film stock, recorded/ exposed Negatives (developed or underdeveloped), Video Tapes, beta tapes, digital drives such as hard disks etc, matrices, inter positive, positive, work prints, cutting copies, fine grain print colour (transparencies), reels, outwork and drawings and software and related material used to generate computer images, sound tracks.
20. Any loss directly or indirectly arising out of political strike/ disruption.

BASIS OF SUM INSURED UNDER SECTION 3

Property will be valued at the full cost of replacement by new.

Indemnity in case of Partial Loss & Total Loss:

No deduction for wear & tear and gradual deterioration, provided that such property is actually repaired or replaced by the Insured within a reasonable period of time not exceeding one (1) year following the loss. The payment shall not exceed the amount actually spent on the repair or

replacement of the damaged or lost property for the same occupancy or use to a condition equal to, but not better or more extensive than, its condition when new, subject in any event to the maximum Sum insured

PROPERTY EXCLUDED UNDER SECTION 3

1. Cameras, camera equipment, sound and lightening equipment, portable equipment, portable electrical equipment, mechanical effects equipment, grip equipment, mobile equipment, raw film stock, recorded/ exposed Negatives (developed or underdeveloped), Video Tapes, beta tapes, digital drives such as hard disks etc, matrices, inter positive, positive, work prints, cutting copies, fine grain print colour (transparencies), reels, outwork and drawings and software and related material used to generate computer images, sound tracks
2. Aircrafts, watercrafts, motorcycles, motor vehicles or any other vehicle unless specifically covered
3. Antiques, curios or objects/ works of art, pearls, jewellery, gold, bullion or unset precious stones and like Valuables unless specifically covered.
4. Accounts; bills, currency, numismatic properties or money; notes; securities; stamps; deeds; evidence of debt; letters of credit; credit cards passports; railroad, airline or other tickets unless specifically covered
5. Buildings including but not limited to improvements and betterments unless specifically covered
6. Animals unless specifically covered
7. Natural plantation unless specifically covered
8. Furniture and fixtures which are not used or intended to be used as part of a theatrical set

SECTION 4: EXTRA EXPENSES INSURANCE

SCOPE OF COVER

The Company agrees to pay Extra Expenses (excluding earnings or profit) necessarily incurred by the Insured in event of interruption, cancellation, postponement, re-scheduling or re-shooting of the insured Production schedule during the Cover Period of the declared Production, and resulting solely and directly from:

1. Loss or damage resulting from Section 1: Cast Insurance (Applicable only if Section 1 is opted)
2. Loss or damage resulting from Section 2: Equipment Insurance (Applicable only if Section 2 is opted) 3. Loss or damage resulting from Section 3: Props, Sets and Wardrobe Insurance (Applicable only if Section 3 is opted)
4. National Mourning and State Mourning as declared by the respective government

"Loss" as used in this coverages shall mean any extra expenditure incurred by the Insured in completion of an insured Production over and above the expenditures which but for the happening of any one or more of the occurrences specified herein would have been incurred by the Insured in the insured Production as shall be rendered entirely abortive and valueless directly by reason of the happening of an occurrence or occurrences as specified herein. Extra Expenses refer to the same costs defined in insurable Production Cost.

BASIS OF SUM INSURED UNDER SECTION 4

Loss limit basis.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 4

Exclusions mentioned under the following sections are applicable to this section also:

1) Section 1: Cast Insurance
2) Section 2: Equipment Insurance
3) Section 3: Props, Sets and Wardrobe Insurance

In addition to the above, the following specific exclusions are also applicable to this section:

1) Loss of money, securities or other consideration surrendered as a ransom payment by the Insured as a result of kidnapping or alleged kidnapping and/ or abduction or alleged abduction 2) Any artists, cast and key persons under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria 3) Unseasonal rain unless specifically covered on payment of additional premium. 4) Any loss covered under any other section of the Policy.

5) Any loss during post production process is not covered
6) Any loss directly or indirectly arising out of political strike/ disruption.
7) Any loss directly resulting from any action of a civil authority
8). Any loss covered under section 1 or 2 or 3

APPLICABLE TO ALL SECTIONS OF THE POLICY

I. DEFINITIONS

1. The unqualified word "Insured" wherever used in this Policy includes the Named Insured and the person(s) listed in the Schedule as insured
2. “Accident, Accidental“ means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
3. “Burglary” means theft following the unforeseen and unauthorized entry to or exit by aggressive and detectable means with the intent to steal property insured there from.
4. “Business” means business as stated in the Policy.
5. “Cast, crew, artist” means all named/unnamed persons actively involved in the production process including but not limited to being part of the principal photography of a declared production.
6. “Claim” means a claim under an operative part in respect of an insured event that has taken place or is likely to take place
7. “Cover Period” means period between and including the cover start date and the cover end date shown in the Schedule.
8. “Employee” means the person(s) named in the Schedule or person(s) falling within the categories of persons named in the Schedule, who are permanently employed by the Insured [on its rolls] for the purpose of Insured's business and have entered into a written contract of employment with the Insured
9. “Excess” means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy

10. “Extra Expenses” shall mean additional and reasonable costs the Insured would otherwise not have incurred, but for the happening of an event insured against under this Policy, in order to complete project/Production in substantially the same manner as originally scheduled

11. “Family” means designated cast member’s Father, Mother, Spouse, Children, Father in law and Mother in law as specified in the policy schedule.

12. “Hold-up” means when the Insured or its personnel is/are threatened by any weapon and there exists a possibility of actual physical threat to the person of the Insured or its personnel.

13. “Illness” means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment which results into the minimum hospitalization of 48 hours

a) Acute condition - Acute condition is a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/Illness/Injury which leads to full recovery.

b) Chronic condition - A chronic condition is defined as a disease, Illness, or Injury that has one or more of the following characteristics: - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests—it needs ongoing or long-term control or relief of symptoms it requires Your rehabilitation or for You to be specially trained to cope with it—it continues indefinitely — it comes back or is likely to come back.

14. “Injury/ Bodily Injury” means Accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

15. “Negative” shall mean the Insured’s raw film stock, video stock, recorded videotape, exposed motion picture film (developed or undeveloped), interpositives, positives, work prints, cutting copies, fine grain prints and sound tracks, tapes, transparencies, cells, software and related material used to generate computer images while used or to be used for the insured Production, or while You are legally responsible for any such stock. This does not include cut outs, unused footage or library stock/ archive material other than the cost of copying or reconstituting library stock and archive material

16. “Policy Period/Period of Insurance” means the period between and including the commencement date and the expiry date shown in the Schedule

17. “Policy” means the Proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period

18. “Production” shall mean any Motion Picture or Television Production, or a Series of Television Episodes, or any other Production on film or tape which has been declared onto this Policy

19. "Production Cost" as used in this Policy shall mean all costs chargeable directly to a declared Production. It shall also include any loss paid under Sections 1, 2, 3, 4. The following costs shall not be included:

1) The underlying, rights and materials including story, scenario, music rights, sound rights, royalties

2) Premiums paid for this insurance Policy, interest paid on loans, and personal property taxes However, the Insured may at the time of declaration specifically request that any of the above costs be included

20. "Political Strike" shall mean eventualities in the nature of Local Bandh, State Bandh, Nation Bandh, Curfew, Rioting etc. as declared by the Union or the State Government

21. "Pollution" means pollution or contamination of the atmosphere or of any water land or other tangible property

22. "Principal Photography" shall mean the filming which commences on the first camera day and ends when the scheduled filming is complete, the estimated dates for which are as shown in the Schedule

23. "Renewal" defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of Grace Period for treating the renewal continuous for the purpose of all waiting periods

24. "Robbery" means (i) in order to the committing of the theft at the Insured Premises, or in committing the theft at the Insured Premises, or in carrying away or attempting to carry away property obtained by the theft from the Insured Premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's Family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or

(ii) if the offender, at the time of committing the extortion at the Insured Premises, is in the presence of the Insured and/or Insured's Family members who is/are put in fear, and commits the extortion at the Insured Premises by putting the Insured and/or Insured's Family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's Family members, and, by so putting in fear, induces the Insured and/or Insured's Family members so put in fear then and there to deliver up the thing extorted at the Insured Premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured and/or Insured's Family members in fear of instant death, of instant hurt, or of instant wrongful restraint.

The term Extortion means intentionally putting the Insured and/or Insured's Family members in fear of any Injury to the Insured and/or insured's Family members, and thereby dishonestly induces the Insured and/or Insured's Family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.

25. "Subrogation" shall mean the right of the insurer to assume the rights of the Insured person to recover expenses paid out under the Policy that may be recovered from any other source.

26. "Territorial Limits" shall mean Indian Territory only unless extended by the Company in writing on the request of the Insured

27. "Terrorism" or "Terrorist Activities" shall mean an act or thing by any person or group(s) of persons, whether acting alone or on behalf of or in connection with or in connivance with or at the instance or instigation of any person or group(s) or organization(s) or association(s), who are committed or proclaimed to be committed for political, religious or ideological purposes, whether such person or group(s) of persons or organization(s) or association(s) are or are not banned by any law, in such a manner or with intent to threaten the unity, integrity, security or sovereignty of India or to strike terror in the people or any section of the people by using bombs, dynamite or other explosive substances or inflammable substances or fire

arms or other lethal weapons or by any other means whatsoever, with intend to cause, or likely to cause, death of, or injuries to any person or persons or loss of, or damage to, or destruction of, property or disruption of any supplies or services essential to the life of the community or causes damage or destruction of any property or equipment used or intended to be used for the defense of India or in connection with any other purposes of the Government of India, any State Government or any of their agencies, or detains any person and threatens to kill or injure such person in order to compel the Government or any other person to do or abstain from doing any act. Provided further that for the above acts appropriate criminal prosecution has been initiated by police and charge sheet has been filed in competent court of criminal jurisdiction, either under special law or under general law.

28. "Unattended Vehicle" shall mean any vehicle which is not occupied by or under the direct and immediate custody of anyone employed or contracted by the Insured, unless agreed by the Company
29. "Unproven/Experimental Treatment" is treatment including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.
30. "Valuables" means gold or silver or any precious metals or articles made from any precious metals; watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles
31. "Video Tape" shall mean Insured's videotape, recorded videotape while used or to be used for the insured Production, or while the Insured is legally responsible for any such stock. This does not include cut outs, unused footage or library stock
32. "You, Your, Yourself" means the person or persons that We insure as set out in the Policy Schedule
33. "We, Our, Us, Ours" means the ICICI Lombard General Insurance Company Limited.

II. INSURED'S OBLIGATIONS

1. Due Diligence

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or any circumstance likely to give rise to a Claim insured under this Policy. The Insured shall at all times maintain records of all expenses incurred by him/her and observe due diligence during the entire Policy Period.

2. Protection of Property

In case of loss, it shall be lawful and necessary for the Insured or their factors, servants and assigns, to sue, labour, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall be the acts of the Insured or the Company in recovering, saving and preserving the property insured, in case of loss, be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interest.

3. Abandonment of Property

There can be no abandonment of any property to the Company unless specifically provided herein to the contrary.

4. Declaration

The Insured agrees to declare to the Company the particulars of each Production declared under this Policy as well as of any material increase in the risk and hazards affecting any declared Production, including but not limited to an increase of the budget or of the number of episode of a Television series.

5. Duty to Declare

The Insured shall advice the Company of the exact date of completion of the shootings of the declared Productions within 7 days of such completion. In the event that the shootings of the insured Production is not completed by the termination of coverage the insurance afforded by this Policy shall upon prior notification and acceptance by the Company with additional premium as mentioned in the Schedule hereto be extended until the completion of the shooting Schedule.

6. Concealment or Misrepresentation

Coverage for any declared Production is void if the Insured commits or plays fraud or intentionally conceals or misrepresents or mis-describes or non- discloses any material fact or circumstances relating to this insurance or to a loss at any time or non-cooperates with Company.

7. Access to Records and Examination Under Oath

The Company or its authorized representatives shall have access to all accounts, contracts, invoices and records of the Insured relating to any declared Production at all times during the terms of this Policy or while a Claim is pending, at such reasonable time and place as maybe designated by the Company or its representatives. The Insured as often as may be reasonably required shall submit, and so far as within their power cause all other persons interested in any such declared Production and their Employees to submit, to examination under oath by the Company or its representatives.

No such examination under oath or examination of books or documents, nor any other act of the Company or its representative in connection with the investigation of any Claim hereunder, shall be deemed a waiver of any defence which the Company might otherwise have with respect to any Claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

8. 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.

9. Time Limitation Suit

In no case whatsoever shall the Company be liable for any loss or damage, after expiry of 12 months from the happening of the loss or damage unless the Claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company disclaims liability for any Claim hereunder and such Claim shall not within 12 calendar months from the date of the

disclaimer have been made the subject matter of a suit in a court of law then the Claim for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

10. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days' notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days' notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

If the policy is cancelled by the company on account of misrepresentation, fraud or non-disclosure of material facts by the insured, the company shall not be liable to pay any refund premium to the insured.

Policy Refund Schedule	
Period of Risk	Amount of Premium to be retained by Insurer
Up to 1 month	20% of Pro-rata Premium
1 month and above, up to 3 months	40% of Pro-rata Premium
3 month and above, up to 6 months	70% of Pro-rata Premium
6 month and above, up to 9 months	85% of Pro-rata Premium
9 months and above	Full Pro-rata Premium

III.EXCLUSIONS

1. 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.

2. Consequential Loss

Any consequential loss or damage which the Insured may suffer by any reason whatsoever is hereby excluded.

3. War Risk and Governmental Authority and Civil Commotion Exclusion The Company shall not be liable for any loss caused directly or indirectly:

a. Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack,
i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using, military, naval or air forces; or ii. by military, naval or air forces, or
iii. by an agent of any such, government power authority or forces

b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence

d. Seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade

4. Nuclear Exclusion

This Company shall not be liable for any loss or damage caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be caused by, contributed to, or aggravated by the peril(s) insured against in the Policy; however, subject to the foregoing and all provisions of this Policy. Any loss, destruction, Damages or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapon material is excluded.

5. Terrorism

This Policy does not insure against loss or damage caused by or resulting from any Terrorist Activities unless specifically covered.

6. Transfer of property

If the interest in the insured property passes from the Insured to any other person or third party otherwise than by will or operation of law.

7. Volcanic Eruption and Other Convulsions of Nature

Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.

8. Any post production losses unless specifically insured on payment of additional premium.

9. Any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic

10. Manufacturing defects for which the manufacturer is responsible.

11. Loss or damage caused by or resulting from:

a. wear and tear, any quality in the property insured that causes it to damage or destroy itself, hidden or intent defect, gradual deterioration, depreciation, moth, insects vermin or rodent, corrosion, rust, warping or shrinkage, dampness, cold or heat

b. repairing, cleaning, maintenance or any similar process

c. aridity, humidity, exposure to light or extremes of temperature or change of temperature unless such loss or damage is caused by storm, frost or fire

12. Unexplained or mysterious disappearance, including theft by any Employee or sub-contractor of the Insured, or shortage found upon taking of inventory unless specifically covered under the Policy.

IV. LOSSES

1. Notice of Loss (Applicable to sections where not exclusively mentioned)

The Insured shall immediately and in any event within 24 hours report in writing to the Company every loss, damage or occurrence which may give rise to a Claim under this Policy and shall also file with the Company within fifteen (15) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss including item wise details of amount of loss not including profit of any kind.

2. Property of Others

The Company may adjust losses with the owners of lost or damaged property, if other than the Insured. If the Company pays the owners, such payments will satisfy the Insured's claims against the Company for the owner's property. The Company will not pay the owners more than their financial interest in the insured property. The Company at its own expense and within the applicable limits of liability may also elect to defend the Insured against suits arising from claims of owners of property.

3. No Benefit to Carrier or Bailee

No person or organization having custody of insured property will benefit from this insurance, other than the Insured.

4. Subrogation

The Insured and any claimant under this Policy shall at the expenses 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

"The Insurer and Insured 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."

5. Dispute Resolution Note:

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.

6. Other Insurance

If at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same property whether affected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This clause would not be applicable to Section 6 of the Policy.

7. Condition of Average

If the value of the property declared for insurance under Section 2 & 3 is at the time of any loss or damage be found to be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

8. Payment of Loss

All adjusted Claims shall be paid or made good to the Insured after presentation and acceptance of satisfactory proof to interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

9. Agreed Bank Clause

All policies in which a Bank/ Financial Institute has interest shall contain a suitable clause to protect their interest. A specimen copy of the clause is given hereunder:
It is hereby declared and agreed:

a. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as agents for such other parties b. That the receipts of the Bank shall be complete discharge of the Company there for and shall be binding on all the parties insured hereunder.
b. N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy
c. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any Claim it may have on other parties insured hereunder.
d. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

e. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall Claim that as to the mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any Claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

10. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a Claim under this Policy, the Company may:

a. enter and/or take possession of the insured property, where the loss or damage has happened
b. take possession of or require to be delivered to it any property of the Insured in the building or on the Insured Premises at the time of the loss or damage, keep possession of any such insured property and examine sort, arrange, remove or otherwise deal with the same; and,
c. Sell any such insured property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no Claim under the Policy, or if any Claim is made, until such Claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any Claim. If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

11. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall, in case of any loss or any circumstances that have given rise to the Claim under this Policy, be permitted at all reasonable times to examine into the circumstances of such loss. 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 such of them as may be required by the Company so far as they relate to such Claims or will assist in any way the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

12. Governing Law and Jurisdiction

It is understood and agreed that the Policy shall be governed in accordance with the laws of the Republic of India Any dispute, controversy or Claim arising out of or relating to the Policy shall be submitted to and determined by the courts of India, which shall have exclusive jurisdiction of all such matters.

1. 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,	Odisha.

	Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	
5	CHANDIGARH Insurance Ombudsman 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	Punjab, Haryana (excluding Gurugram, Faridabad, 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 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	Andhra Pradesh, Telangana, 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.	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).

	Tel.: 022 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	
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 also available on IRDAI website: www.irdai.gov.in on the website of Office of the Executive Council of Insurers: www.ecoi.co.in website of the company www.icicilombard.com or from any of the offices of the Company.

1. COMPANY CONTACT DETAILS:-

Toll-free number: 1800-2-666
You may also write to us at the following address:
Postal Address:
ICICI Lombard General Insurance Company Limited

ICICI Lombard House
414, Veer Savarkar Marg
Near Siddhi Vinayak Temple,
Prabhadevi, Mumbai 400 025
E-mail: customersupport@icicilombard.com

Claim Intimation

For Claim Intimation, Please notify us immediately on toll free number 1800 2666 or on our website www.icicilombard.com

Claim Process steps

Claim is to be intimated within 24hours of the loss to ICICI Lombard. Insurer will appoint a surveyor who shall assess the loss. Surveyor shall prepare and submit a Final survey report to the Insurer and basis the same claim will be settled.

DOCUMENTS REQUIRED FOR PROCESSING THE CLAIM:

- Duly filled claim form
- FIR report in case of loss due to theft/burglary/kidnapping
- Cost/Remuneration, equipment, prop, sets, wardrobe invoices/proof of statements In case of hospitalization loss: a. Discharge summary
  b. Hospital bills
  c. Medical examiner report

Depending on the nature of loss, the insurer may request/exempt additional claim document on a case to case basis.

OPTIONAL COVERS

1. STUNT COVER EXTENSION (Applicable to Section 1)

On payment of additional premium the cover provided under Section 1 of the Policy shall be extended to cover Accidental Bodily Injury sustained during the Cover Period by any artists, cast and key persons taking part in named Stunts for the insured Production subject to deductibles and limits as specified under the Policy Schedule.

Specific Exclusions Applicable to Stunt Cover Extension:
i. Any stunts undertaken without trained professional's supervision and First aid support.

2. KIDNAPPING COVER (Applicable to Section 1)

It is hereby agreed and declared that on payment of additional premium, the cover under the Section 1 of the Policy is extended to indemnify the Insured for the remuneration/ fees paid to the artists, cast and key persons named in the Policy Schedule, if such persons have necessarily been prevented from commencing or completing their respective duties on performances arising out of kidnapping and resulting in re-shooting of the role of such named artists, cast and other key members during the Cover Period of the declared Production.

Special Exclusion Applicable to Kidnapping Cover:
Any Loss of money, securities or other consideration surrendered as a ransom payment by the Insured as a result of kidnapping or alleged kidnapping.

3. TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE ONLY) (Applicable to section 2 & 3 (as opted))

INSURING CLAUSE
Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or Terrorism to the location/s mentioned in the Schedule subject to the exclusions, limits and excess described hereinafter. For the purpose of this cover, 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 organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) 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. For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or Terrorism by the duly empowered government or Military Authority. Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme. For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED
This cover shall not indemnify loss of or damage to property caused by any or all of the following:
1. loss by seizure or legal or illegal occupation;

2. loss or damage caused by:

(i) voluntary abandonment or vacation,

(ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/Damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation (applicable to , reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of Burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or Terrorism
15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or Damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'état and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any ThirdParty Liability Extension to this cover.

LIMIT OF INDEMNITY

The Limit of Indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule. In respect of sabotage and/or Terrorism cover for dwellings, Limit of Indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule. In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy Schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule.

4. POLITICAL STRIKES COVER ENDORSEMENT (Applicable to section 2, 3 & 4 (as opted))

It is hereby declared and agreed that this Policy is hereby amended as indicated below provided always that this extension is subject to the terms, conditions and exclusions of this Policy except where the same may be varied by this extension.

INSURING CLAUSE

The Company hereby agrees to indemnify the Insured for the loss or damage arising out of Political Strikes to the properties defined under Sections 2 & 3 of the Policy subject to the Sum Insured mentioned against this cover. This section also covers the Extra Expenses (excluding earnings or profit wherever section 4 is opted) necessarily incurred by the Insured in the event of interruption, cancellation, postponement, rescheduling, re-shooting, abandonment of the insured Production schedule that results solely and directly due to Political Strikes during the Cover Period of the declared Production subject to the Sum Insured mentioned against this cover.

DEFINITION

Political Strike shall mean eventualities in the nature of Local Bandh, State Bandh, Nation Bandh, Curfew, etc. as declared by the Union or the State Government.

5. CIVIL AUTHORITY CLAUSE (Applicable to Section 4)

It is hereby agreed and declared that on payment of additional premium, the Section 4 of the Policy is extended to cover the loss directly resulting from any action of a civil authority that prohibits access to property or facilities used in connection with a Production occurring during the Cover Period except as excluded below:

This extension does not cover loss directly or indirectly arising out of:

a. Failure or inability of the insured to obtain filming permits.
b. Failure or inability of the insured to properly process or complete any applications or other documents required by the government authorities regulating the insured's filming activities.
c. Failure or inability of the Insured to comply with any requirement or procedure necessary for the issuance of any filming permit or authorisation.
d. Refusal or revocation of any filming permits or authorisation due to Insured's violation of any civil code or law
e. Any restrictions imposed on account of Pandemic

6. UNSEASONAL RAIN COVER ENDORSEMENT (Applicable to Section 4)

It is hereby declared and agreed that this Policy is hereby amended as indicated below provided always that this extension is subject to the terms, conditions and exclusions of this Policy except where the same may be varied by this extension.

INSURING CLAUSE

On payment of additional premium, the Company hereby agrees to indemnify the Insured for Extra Expenses necessarily incurred in the event that Principal Photography is reasonably and necessarily interrupted, cancelled or postponed which results solely and directly from unseasonal rains during the Cover Period of the declared Production subject to the Sum Insured mentioned against this cover.

LIMIT OF LIABILITY

Rs. ----- per day for maximum of--- days. Aggregate Liability under this section shall not exceed Rs. --- ----

SPECIAL CONDITION

In the event of a Claim, it shall be obligatory for the Insured to produce Metrological Department's report/ paper cuttings of the Accident location stating the occurrence of the unseasonal rain.

7. PRODUCTION ABANDONMENT COVER ENDORSEMENT (Applicable to all sections)

It is hereby declared and agreed that on payment of additional premium this Policy is hereby amended as indicated below provided always that this extension is subject to the terms, conditions and exclusions of this

Policy except where the same may be varied by this extension.

INSURING CLAUSE

In the event that Principal Photography is reasonably and necessarily abandoned as a result of Accidental death or any Accidental Bodily Injury leading to Permanent Total Disablement or Death due to any of the critical Illness) of the named actor, actress or director, the Company agrees to indemnify the Insured for the actual costs incurred (excluding insurance premium) up to the date on which the decision is taken to abandon subject to the Sum Insured mentioned against this cover.

8. POST PRODUCTION COVER ENDORSEMENT (Applicable to section 4)

It is hereby declared and agreed that on payment of additional premium this Policy is hereby amended as indicated below provided always that this extension is subject to the terms, conditions and exclusions of this Policy except where the same may be varied by this extension.

INSURING CLAUSE

The Company hereby agrees to indemnify the Insured for the direct physical loss or damage to exposed/recorded, developed or un- developed, recorded/ exposed Negatives, positive, work prints, cutting copies, fine grain print colour (transparencies), cells, out work and drawings and software and related material used to generate computer images, sound tracks and tapes used in connection therewith whilst such property is lying/stored at any place of work like post Production studios/ lab or is in transit including as accompanied baggage used or to be used in connection with the insured Production till the film is released. This section also covers direct physical loss or damage to the above items arising out of post-production operations and resulting in re- shooting, re- scheduling, digital rectification or any other additional/ technical process necessarily carried out by technicians or the lab which has resulted in additional expenses to the Insured during the Cover Period of the declared Post Production subject to the Sum Insured mentioned against this cover.