Entertainment Production Package 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 five Sections out of which section 1 to 4 is mandatory and any one section (Section 5 to 8) from rest of 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/unnamed 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/unnamed artist cast/key members shall expire either on the death of named/unnamed 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

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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

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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 Hold-up; 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 these agents.
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,

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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 covered4. 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

SECTION 5 –I-Elite Comprehensive General Liability Insurance: Policy Wording (Claims Based)

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "Bodily injury" or "Property damage" to which this Policy applies. We will have the right and duty to defend the insured against any "Suit" seeking those damages. However, we will have no duty to defend the insured against any "Suit" seeking damages for "Bodily injury" or "Property damage" to which this Policy does not apply. We may, at our discretion, investigate any "Occurrence" and settle any claim or "Suit" that may result. But:

(1) The amount we will pay for damages is limited as described inPolicy Schedule –; and

(2) Our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

We shall have no other obligation or liability to pay any amount or perform any acts or services unless explicitly provided for under Supplementary Payments – Coverages A and B. b. Coverage A applies to "Bodily injury" and "Property damage" only if:

(1) The "Bodily injury" or "Property damage" is caused by an "Occurrence" that takes place in the "Coverage territory";

(2) The "Bodily injury" or "Property damage" did not occur before the Retroactive Date, if any, specified in the Policy Schedule or after the end of the "Policy period"; and

(3) A claim for damages because of the "Bodily injury" or "Property damage" is first made against any insured, in accordance with Paragraph c. below, during the "Policy period".

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by us in writing, or

(2) When we make settlement in accordance with Paragraph a. above.

All claims for damages because of "Bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "Bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured. All claims for damages because of "Property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "Personal and advertising injury" to which this Policy applies. We will have the right and duty to defend the insured against any "Suit" seeking those damages. However, we will have no duty to defend the insured against any "Suit" seeking damages for "Personal and advertising injury" to which this Policy does not apply. We may, at our discretion, investigate any offense and settle any claim or "Suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Policy Schedule; and

(2) Our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments or settlements under Coverage's A or B or medical expenses under Coverage C.

b. We shall have no other obligation or liability to pay any amount or perform any acts or services unless explicitly provided for under Supplementary Payments – Coverages A and B. Coverage B applies to "Personal and advertising injury" caused by an offense arising out of your Designated Operation specified in the Policy Schedule, but only if:

(1) The offense was committed in the "Coverage territory";

(2) The offense was not committed before the Retroactive Date, if any, specified in the Policy Schedule or after the end of the "Policy period"; and

(3) A claim for damages because of the "Personal and advertising injury" is first made against any insured, in accordance with Paragraph c. below, during the "Policy period".

c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by us in writing, or

(2) When we make settlement in accordance with Paragraph a. above.

All claims for damages because of “Personal and advertising injury” to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

COVERAGE C – MEDICAL PAYMENTS

a. We will pay medical expenses for “Bodily injury” caused solely and directly by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your Designated Operations specified in the Policy Schedule;

Provided that:

(a) The accident takes place in the “Coverage territory” and during the “Policy period” ;

(b) The medical expenses are incurred and reported to us in writing within 60 days from the date of the accident and in no case later than the expiry of the “Policy period”; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make payments under Coverage C regardless of fault. These payments shall not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS APPLICABLE TO COVERAGES A, B and C

This Policy does not apply to:

1. Alcoholic Beverage Liability

“Bodily injury” or “Property damage” for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

If the “Occurrence” which caused the “Bodily injury” or “Property damage”, involved that which is described in Paragraph (1) or (2) above.
However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

2. Athletics Activities
Medical expenses for “Bodily injury” to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests. This Exclusion is only applicable on COVERAGE C – MEDICAL PAYMENTS

3. Any Insured
Medical expenses for “Bodily injury” to any insured, except “Volunteer worker’s.

4. Aircraft Product
“Bodily injury” or “Property damage” or “Personal and advertising injury” arising out of any of “Your product” which finds its application into the structure, machinery or control of any aircraft, spacecraft, rocket or any aviation vehicle.

5. Abuse or Molestation
“Bodily injury” or “Property damage” arising out of actual, alleged attempted, proposed or threatened sexual, physical or psychological abuse or molestation, including assault and battery, whether or not intended or expected from the standpoint of any insured, any perpetrator of the abuse or molestation or any other person or organization.

6. Asbestos
“Bodily injury” or “Property damage” arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to, asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

7. Aircraft, Auto or Watercraft
“Bodily injury” or “Property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “Auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “Loading or unloading”.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “Occurrence” which caused the “Bodily injury” or “Property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “Auto” or watercraft that is owned or operated by or rented or loaned to any insured.
This exclusion does not apply to:
(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is:
(a) Less than 15 feet long; and
(b) Not being used to carry persons or property for a charge;
(3) Parking an “Auto” on, or on the ways next to, premises you own or rent, provided the “Auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “Insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “Property damage” arising out of the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “Mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

8. Breach of Contract

“Personal and advertising injury” arising out of a breach of contract, except an implied contract to use another's advertising idea in your “Advertisement”.

9. Criminal Acts

“Bodily injury” or “Property damage” or “Personal and advertising injury” arising out of an actual or alleged criminal act committed by or at the direction of the insured.

10. Contractual Liability

“Bodily injury” or “Property damage” or “Personal and advertising injury” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) For “Bodily injury” or “Property damage” or “Personal and advertising injury” that the insured would have in the absence of the contract or agreement; or

(2) For “Bodily injury” or “Property damage” assumed in a contract or agreement that is an “Insured contract”, provided the “Bodily injury” or “Property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “Insured contract”, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “Bodily injury” or “Property damage”, provided that:

(a) Liability to such party for, or for the cost of, that party's defence has also been assumed in the same “Insured contract”; and

(b) Such attorneys' fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.

11. Damage to Property

“Property damage” to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the “Property damage” arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “Property damage” arises out of those operations; or

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(6) That particular part of any property that must be restored, repaired or replaced because “Your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “Property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to you as described in Policy Schedule. Paragraph (2) of this exclusion does not apply if the premises are “Your work” and were never occupied, rented or held for rental by you.
Paragraph (6) of this exclusion does not apply to “Property damage” included in “Products completed operations hazard”.
12. Damage to “Your product”

“Property damage” to “Your product” which arises due to or out of “Your product” or any part of it. 13. Damage to “Your work”

“Property damage” to “Your work” which arises due to or out of “Your work” \or any part of it and included in “Products completed operations hazard”.
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
14. Damage to Impaired Property or Property Not Physically Injured

“Property damage” to “Impaired property” or property that has not been physically injured, arising out of:
(1) A defect, deficiency, inadequacy or dangerous condition in “Your product” or “Your work”; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “Your product” or “Your work” after it has been put to its intended use. 15. Employer’s Liability

“Bodily injury” to: (1) An “Employee” of the insured arising out of
and in the course of: (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured’s business; or

(2) The spouse, child, parent, brother or sister of that “Employee” as a consequence of Paragraph (1) above.
This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.
This exclusion does not apply to liability assumed by the insured under an “Insured contract”.

16. Expected or Intended Injury
“Bodily injury” or “Property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “Bodily injury” resulting from the use of reasonable force to protect persons or property.

17. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "Bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

19. Hired Person

Medical expenses for "Bodily injury" to a person hired to do work for or on behalf of any insured or a tenant of any insured.

20. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

21. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15.a, b. and c. of "Personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

22. Injury on Normally Occupied Premises

Medical expenses for "Bodily injury" to a person injured on that part of premises you own or rent that the person normally occupies.

23. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "Personal and advertising injury".

24. Nuclear Liability Exclusion

"Bodily injury" or "Property damage" directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

25. Multiplied or Punitive Damages or Penalties

Any fines or penalties or liquidated, punitive or exemplary damages that become payable or multiplication of awards or in any other form whatsoever.

26. Mobile Equipment

"Bodily injury" or "Property damage" arising out of:

(1) The transportation of "Mobile equipment" by an "Auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "Mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

27. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, whose first publication took place before the Retroactive Date, if any, specified in the Policy Schedule.

28. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

29. Pollution

(1) "Bodily injury" or "Property damage" or "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" whether solids, liquids or gases:

(a) at or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to any insured;

(b) at or from any premises, site or location which is or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom the insured may be legally responsible;

(d) at or from any premises, site or located on any premises or site on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are:

1. if the "Pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

2. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontamination, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of "Pollutants".

(2) This Policy does not apply to any loss, cost, defence or expenses arising out of any request, demand or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond

to or assess the effects of “Pollutants”.

This Policy does not apply to any loss, cost, defence or expense arising out of any claim or “Suit” by or on behalf of government authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of “Pollutants”.

30. Professional Liability

“Bodily injury” or “Property damage” directly or indirectly caused by, in connection with or contributed to, by or arising from the rendering or failure to render professional advice or service by the insured, or any error or omission in connection therewith.

However, this Exclusion shall not apply to:

(i) The insured’s liability in respect of “Bodily injury” or “Property damage” resulting from the provision of professional advice or services, or any error or omission in connection with the insured’s products which is not given for a fee; or

(ii) The rendering or failure to render professional advice by any “Employee” to provide first aid or other medical services at the insured’s premises.

Medical services exclude advice or services provided by a qualified medical practitioner, nurse or first-aid attendant.

31. Quality Or Performance of Goods – Failure To Conform To Statements

“Personal and advertising injury” arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “Advertisement”.

32. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) “Your product”;

(2) “Your work”; or

(3) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

33. Radioactive contamination

“Bodily injury” or “Property damage” directly or indirectly caused by, in connection with or contributed to, by or arising from:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

34. Recording And Distribution Of Material In Violation Of Law

“Bodily injury” or “Property damage” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such

law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

35. Silica

"Bodily injury" or "Property damage" arising out of or related in any way to presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "Bodily injury" or "Property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica dust or silica in any form.

36. Toxic Mould

"Bodily injury" or "Property damage" arising out of or related in any way to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or bio-contamination(s) or any by product therefrom.

37. Unapproved "Your product"

This Policy does not apply to any damages, loss, costs or expenses arising out of actual, alleged or threatened hazardous properties of "Your product" if:

a) declared unsafe by any government or regulatory authority on the basis of such hazardous properties, regardless of whether "Your product" were declared unsafe before or after: i) "Your product" were disposed of, distributed, handled, manufactured or sold; or ii) Such damages were incurred;

b) disposed of, distributed, handled, manufactured or sold without approval by the applicable government or regulatory authority.

subparagraph a), above does not apply to "Your product", to which this Policy applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided that it was not declared unsafe before the commencement of the "Policy period".

38. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

39. War & Terrorism

"Bodily injury" or "Property damage" or "Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; Insurrection, rebellion, revolution, usurped power, sabotage or action taken by governmental authority in hindering or defending against any of these;

(3) An "Act of terrorism"

40. Wrong Description Of Prices
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "Advertisement".

41. Workers' Compensation and Similar Laws
Any amount for "Bodily injury" to a person, whether or not an "Employee" of any insured, if benefits for the "Bodily injury" are payable or must be provided under a workers' compensation or disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B
1. We will pay, with respect to any claim we investigate or settle or any "Suit" against an insured we defend:

a. All expenses we incur in defence.

b. Up to INR 20,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily injury" cover under Coverage A applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defence of the claim or "Suit", including actual loss of earnings up to INR 20,000 a day because of time off from work.

e. All court costs taxed against the insured in the "Suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance mentioned in Policy Schedule
2. If we defend an insured against a "Suit" and an indemnitee of the insured is also named as a party to the "Suit", we will defend that indemnitee if all of the following conditions precedent are met:

a. The "Suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "Insured contract";

b. This Policy applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the insured in the same "Insured contract";

d. The allegations in the "Suit" and the information we you have provided to us about the "Occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the

indemnitee;

e. The indemnitee and the insured ask us in writing to conduct and control the defence of that indemnitee against such “Suit” and agree in writing that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:
(a) Cooperate with us in the investigation, settlement or defence of the “Suit”;

(b) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the “Suit”;

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the “Suit”; and

(b) Conduct and control the defence of the indemnitee in such “Suit”.

So long as the above conditions precedent are met, attorneys' fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid by us and will reduce the limits of insurance.
Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or any of the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION 6: GROUP PERSONAL ACCIDENT INSURANCE

SCOPE OF COVER

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed hereon, to pay to the Insured Person (or his Nominee/ legal heir, as the case may be) a sum as compensation on occurrence of any Insured Event, as specifically described hereunder, under different Benefit(s) (and Extensions - if any) arising due to an Injury sustained by the Insured Person during the Policy Period but not exceeding the Sum Insured as specified under the respective Benefits (and Extensions - if any) under Policy Schedule. The cover is for 24 hours or as mentioned in Part 1 of the schedule and on a worldwide basis. The Company would be liable for the add-on covers mentioned in Part I of the Policy only if the Insured purchases the same in terms of the policy.

2. Benefit Covers

2.1 Benefit: Insured Event - Death resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section

2.1 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Death benefit under the Schedule to this Policy, on the occurrence of death of the Insured Person, provided such death results solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury, provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

2.2 Benefit: Insured Event - Permanent Total Disablement (PTD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this

Section 2.2 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured, in the manner indicated below or as stated in Part I of the Policy, on the occurrence of any of the following losses, provided such losses to the Insured Person are total and irrecoverable losses which result solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year:

(i) Loss of Sight of both eyes, or Physical Separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of sight of one eye and such Physical Separation/ Loss of one entire hand or one entire foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

(ii) Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person

(iii) The sight of one eye, or of the Physical Separation of one entire hand or one entire foot, then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

(iv) Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

(v) If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

Note: For the purpose of clauses above, actual physical separation of hand or foot means separation of hand at or above the wrist and of foot at or above the ankle.

2.3 Benefit: Insured Event - Permanent Partial Disablement (PPD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Permanent Partial Benefit under the Schedule to this Policy as applicable to such Insured Person in the manner indicated below or as stated in Part I of the Policy, on the occurrence of any of the following losses, provided such losses to the Insured Person are irrecoverable losses and result in Loss of Use or Physical Separation which arises solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury, provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

		Percentage of Capital Sum Insured
i.	Loss of toes – all	20

IRDA Reg. No. 115 **Mailing Address**: 601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400064	**CIN**: L67200MH2000PLC129408 **Registered Office Address:** ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025	**UIN: IRDAN115CPMS0006V01202425** Toll free no: 1800 26661800 2666 Alternate no: 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com

	Great both phalanges	5
	Great – one phalanx	2
	Other than great if more than one toe lost each	1
ii.	Loss of hearing – both ears	75
iii.	Loss of hearing one ear	30
iv.	Loss of four fingers and thumb of one hand	40
v.	Loss of four fingers	35
vi.	Loss of thumb - both phalanges	25
	- one phalanx	10
vii.	Loss of Index finger - three phalanges	10
	- two phalanges	8
	- one phalanx	4
viii.	Loss of middle finger - three phalanges	6
	- two phalanges	4
	- one phalanx	2
ix.	Loss of ring finger - three phalanges	5
	- two phalanges	4
	- one phalanx	2
x.	Loss of little finger - three phalanges	4
	- two phalanges	3
	- one phalanx	2
xi.	Loss of metacarpus – first or second (additional)	3
	– third, fourth or fifth (additional)	3
	Any other permanent partial disablement	% as assessed by Doctor

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2.4 Benefit: Insured Event - Temporary Total Disablement (TTD) resulting from Accident

On the occurrence of Temporary Total Disablement, which means such loss caused to the Insured Person, which results solely and directly from an accidental Injury sustained within the Policy Period/Policy Year, and completely incapacitates the Insured Person from engaging in any employment or occupation of any description whatsoever which he/ she was capable of performing at the time of Accident resulting in such Injury, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.4 and the terms, conditions, general exclusions stated in the Policy, to pay a sum as stated under Temporary Total Disablement, in the Schedule to this Policy per week, for such time period for which the Insured Person is totally disabled from engaging in any employment or occupation of any description whatsoever.

Provided that the compensation payable under this Benefit shall not be payable for more than

104 weeks or as stated in Part I of the Policy in respect of an Injury, calculated from the date of commencement of disablement, provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year. However, the Company's liability for payment of all claims under this benefit in aggregate for Policy Period/Policy Year in no case shall exceed the Sum Insured as stated under the Schedule to this Policy hereto as applicable to such Insured Person.

2.5 Maximum Liability of the Company for Benefits Mentioned from Section 2.1 to 2.4

Notwithstanding anything to the contrary stated under this Policy the Company's total liability for payment of compensation for an individual under various benefit(s) mentioned from Section 2.1 to 2.4

in aggregate shall not exceed the amount mentioned as Sum Insured against each individual in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

3. Extension Covers

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed hereon, to extend **the above mentioned (Section 2.1 - 2.4) benefit covers** availed under Schedule of the Policy to include the following on payment of additional premium, and reimburse the Insured Person (or his Nominee/ legal heir, as the case may be) a sum as compensation on occurrence of any Insured Event specified in Schedule to this Policy.

Claims under the extensions mentioned hereunder shall be admissible only consequent to the admissibility of the claim under the corresponding Benefits of Section 2 as mentioned in the Schedule to this Policy.

3.1 Cover for Expenses related to Burns: This add-on covers the Insured against expenses incurred during hospitalization because of any degree of burns sustained due to an Accident as specifically mentioned in the policy schedule.

3.2 Modification of residential accommodation & vehicle: The add-on covers the expenses incurred for modification of house and/or vehicle necessitated due to disability resulting from an accident.

3.3 Repatriation of Mortal Remains: This add-on covers the expenses incurred for the repatriation of mortal remains of the Insured from his place of death to his place of residence.**3.4 Ambulance Charges:** This add-on covers the reasonable ambulance charges incurred for transporting the Insured to the nearest hospital in the event of a life threatening emergency conditions. Provided that, such life threatening emergency condition must be prescribed by medical practitioner.

3.5 Transportation Allowance (Compassionate visit): In case the Insured is hospitalized and the attending medical practitioner recommends the personal attendance of an immediate family member. This add-on covers the transportation expenses incurred by the Insured's immediate family member in commuting to the hospital to and fro from the place of residence. Provided that, maximum number of family member who can accompany Insured is upto 4 members.

3.6 Travel expenses for medical treatment: This add on covers the travelling expenses incurred to move outside the city of residence at a nearest place as prescribed by treating Medical Practitioner. The cover under this add-on will be subject to the sum insured or actual expenses incurred whichever is less.

3.7 Catastrophe Evacuation: This add-on covers the actual expenses incurred due to necessary immediate evacuation in order to avoid risk of personal Injury or illness on happening of catastrophes like fire, flood, earthquake, storm, lightening, explosion, hurricane or epidemic due to contagious disease).

3.8 Cost of clothing damage: This add-on covers the loss/damage of clothes especially uniforms etc of employees / members of a group as a result of an Accident subject to sum insured for this add-on.

3.9 Loss of Job cover: In the unfortunate event of loss of job to the Insured, as a result of an injury sustained due to Accident during the policy period, this add-on provides the Insured with an amount as specifically stated in the Schedule subject to the sum insured for this add on. Provided that injury sustained should result in disablement rendering the Insured unfit for job.

3.10 Improved Disability Benefit/ Dismemberment: This add-on provides that in the event of Accidental Permanent Total Disablement of the Insured, the Insured shall be paid a lump sum benefit of up to 2 times of the Accidental Death sum insured (or as mentioned in Part I of the Policy) instead of the Accidental Permanent Total Disablement sum insured as specifically mentioned in the policy schedule.

3.11 Daily Cash Allowance: By way of this add-on, the Company will pay the Insured an amount specifically mentioned in the Schedule for each and every completed day of hospitalization on account of Accidental injury as mentioned in Part I of the Policy.

3.12 **Carriage of Dead Body:** In the event of death of the insured due to Accident, Company will reimburse the expenses incurred for transportation of Insured's dead body to the place of residence from the place of death in India subject to the sum insured or the actual cost incurred whichever is less.

3.13 **On Duty Cover:** This add-on covers the Insured against injury sustained on account of Accident only during official hours while the Insured is on duty (and not for all the 24 hours of the day & night). This cover will be restricted to injury sustained in office or during official visit, training, seminars, conference etc

3.14 **Children's Education Grant:** In the event of Death or Permanent Total Disablement of the Insured due to accident, this add-on entitles the Insured's dependent children for the amount as mentioned in Part I of the Policy as education grant.

3.15 **Accidental Hospitalization Expenses**: This add-on provides coverage for the medical expenses incurred by the insured during hospitalization as an inpatient for more than 24 consecutive hours as a result of an accident

3.16 **Mysterious Disappearance:** In the event of an accident which leads to 'mysterious disappearance' of the Insured, this add-on pays the insured's nominee th**e Sum Insured in lump sum**, provided that such disappearance should be certified by the local police authorities. Provided further that, the cover under this add-on would end on the payment of the sum insured under this add-on after the specific tenure as mentioned in the policy schedule.

3.17 **Treatment outside India (along with travelling cost & boarding & lodging of the attendant):** This add-on covers the cost of medical treatment along with the travelling cost and cost pertaining to boarding and lodging attendant in a country outside India in case of any accidental injury when required and prescribed by treating Medical Practitioner.

3.18 **Medical Expenses:** In case the Insured's claim is considered admissible under any of the covered benefits namely Accidental Death/ Permanent Total Disablement on account of Accident/ Permanent Partial Disablement on account of Accident/ Temporary Total Disablement on account of Accident, this add-on covers the medical expenses incurred by the Insured in relation to his treatment which is necessitated due to an Accident which has resulted in the any one out of above mentioned causes.

3.19 **Out Patient Department (OPD) expenses:** This Add on cover will cover the medical expenses incurred by the Insured as an Outpatient due to Accidental injury only and which does not entail inpatient hospitalization or day-care treatments.

3.20 **Loss/damage to School Bag/Books:** This add-on covers for the loss or damage to the school bag/books especially text/additional course material etc of the students/members of an education institute as a result of an accident. (the benefit being restricted up to a maximum of Individual Sum Insured)

3.21 **Widowhood cover:** by way of this add-on, in event of Accidental Death of the Insured, the Policy shall pay the spouse of the Insured a sum not greater than the Sum Insured over and above the claim amount up to a maximum limit of 300 times of the Sum Insured or as mentioned in Part I of the Policy.

3.22 **Purchase of blood:** This add on will cover for the cost incurred in purchase of blood from blood bank, in the event of accidental injury sustained by the Insured who needs blood.

3.23 **Prosthesis & Artificial Limbs:** This add on will cover the cost borne by the Insured in the purchase of artificial limbs/prosthesis (artificial devices) in case of Permanent Total Disablement on account of Accident.

3.24 **Broken Bones:** This Add on will cover the medical expenses borne by the Insured against broken bones resulting from an accident and will be covered to a maximum limit of 200 times of individual Sum insured or as mentioned in Part I of the Policy.

3.25 **Legal Expenses:** This Add on will cover the legal/court expenses borne by the Insured against any legal litigations resulting due to any involvement in an accident of the insured and will be covered to a maximum limit of 500 times of individual Sum insured or as mentioned in Part I of the Policy.

IV. EXCLUSIONS:

4. Specific Exclusions

The Company shall not be liable under this policy for:

(i) Compensation under more than one of the categories specified in the Benefit covers in respect of the same period of disablement of the Insured Person. However, amounts relating to extensions would be payable in addition, if applicable provided the extension is taken.

(ii) Any other payment to the same person after a claim under one of the categories 2.1 and 2.2 as specified in the Benefit covers has been admitted and becomes payable. However, amounts relating to extension covers would be payable in addition, if applicable provided the extension is taken.

(iii) Any payment in case of more than one claim in respect of such Insured Person, under this

policy during any one period of insurance by which the sum payable as per the Benefit covers of this policy to such Insured Person exceeds the maximum liability of the Company specified in Part I of the Policy applicable to such Insured Person. However, amounts relating to carriage of dead body would be payable in addition if applicable.

(iv) Payment of compensation relating to medical expenses until an additional premium is paid for the same as mentioned in Part I Schedule to this policy.

(v) Payment of compensation in respect of death, injury or disablement of Insured Person (a) from intentional self-injury, suicide or attempted suicide; (b) whilst under the influence of intoxicating liquor or drugs; (c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine; or Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or schedule Airlines;

(vi) Payment of compensation in respect of death, injury or disablement of Insured Person (a) from Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing riding

or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the policy (d) directly or indirectly caused by venereal disease; (e) arising or resulting from the Insured committing any breach of the law.

(vii) Payment of compensation in respect of death, injury or disablement of the Insured Person due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds.

(viii) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons.

(a) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
(b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon Materials.

(ix) Payment of compensation in respect of Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

(x) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.

Special Condition applicable to all the Exclusion: If the Company alleges that by reason of any of the above Exclusion i.e. any loss, damage, cost or expenses is not covered by this insurance, the onus of proving the contrary shall be upon the Insured.

V. Policy Related Terms and Conditions

(i) Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before internment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown for delay in intimation. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.

(ii) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the insured Person(s) on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of thirty days.

(iii) In the event of a claim in respect of loss of sight, the Insured Person(s) shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the Benefit covers in Part II of the Policy of this Policy.

(iv) Position after a claim:

(a) In case of death or Permanent Total Disablement of the Insured (as specified in Benefit covers) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from the Part I of the Policy without any refund of the premium.

(b) In case of Permanent Partial Disablement (as specified in Benefit covers) the Company shall reduce the sum insured in respect of person to whom such sum shall become payable, by the amount admissible under the claim.

(v) The Proposer or Insured shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons. The Proposer shall on tendering any premium for the renewal of this policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.

(vi) The scope of cover shall extend on a worldwide basis, and therefore the cause of action may arise in India or elsewhere.

SECTION 7: MONEY INSURANCE

SCOPE OF COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein to indemnify the Insured against loss of money described in Part I of the Schedule as “Description of Money to be insured”, and loss of money in transit, by the Insured or Insured’s Employee(s), occasioned by robbery, theft or any other fortuitous cause. Further, the Company shall also indemnify loss of money by Hold-up, Burglary, robbery, whilst money is retained at Insured’s premises, in safe(s) or a strong- room, (more particularly described in Part I of Schedule, and as specified therein) provided always that the limit of the Company's liability for any one loss shall in no case exceed the amount specified against respective section in the said Part I of Schedule.

EXCLUSIONS

The Company shall not have any liability for:

(i) Shortage of any money due to error or omission;

(ii) Loss of money entrusted to any person other than the Insured, or Employee of the Insured;

(iii) Loss of money due to any of the perils stated in the scope of cover where the Insured or his Employee is involved as principal or accessory, except loss due to fraud or dishonesty of the money carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours;

(iv) Loss occurring on the premises, after business hours, unless the money is in a locked safe or strong room;

(v) Loss or damage directly or indirectly, proximately or remotely occasioned by orwhich arises out of or in connection with riot and strike.

(vi) Money carried under contract of affreightment

(vii) Theft of money from unattended vehicle;

(viii) Loss of money from safe or strong-room following use of the key to the safe or strong-room or any duplicate thereof belonging to the insured, unless this has been obtained by threat or by violence;

(ix) Loss or damage whether direct or indirect arising from war, war-like operations, act of foreign Enemy, hostilities, (Whether war be declared or not) civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture confiscation, arrests, restraints and detainment by the order of any Government or any other authority.

(x) a) Any loss destruction or damage, to any property whatsoever or any loss or expenses whatsoever, resulting or arising therefrom or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity, from any source whatsoever; b) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed to by or arising from Nuclear weapons material;

(xi) Consequential loss or legal liability of any kind; and

(xii) Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

(xiii) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of terrorist activities.

In any action suit or other proceeding where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, theburden of proving that such loss or damage is covered, shall be upon the Insured.

TERMS AND CONDITIONS:

1. Money in Transit: This policy covers money in transit from the time the cash is received at the bank by the Insured or employee of the Insured until delivered at the premises or other place of disbursement and whilst they are until paid out, provided that out of business hours such cash shall be secured in locked safe or locked strong room in the Premises. This condition shall not be applicable for money in personal custody of employees as specified in Item 1(c) of Description of Money in Part I of the Schedule.
2. Money in personal Custody of Employee: Coverage for Money in Transit under personal custody of Insured/ Insured's employee as specified in Item 1 (c) of 'Description of Money' in Part I of Schedule is subject to a maximum period of 48 hours from the time of collection of such money by the Insured or Insured's employee until the time of deposit to the Insured's specified offices/ bank whichever is earlier.
3. Maintenance of books: The Insured shall keep a daily record of the amount of money contained

in the safe or strong-room and such record shall be deposited in a secure place other than the said safe or strong-room, and produced as documentary evidence in support of a claim under this policy.

4. Maintenance of keys: The keys of the safe or strong-room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any authorised employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong-room.
5. Maintenance of records: The premium in so far as it relates to money-in-transit is to be regulated by the amount of such money in transit during each period of insurance and for this purpose a proper record shall be kept in the books of the Insured which the Insured shall at all reasonable times allow the Company to inspect.
6. Loss of Instrument: In case of loss of instruments other than cash, the Insured shall take all necessary steps to avoid any monetary loss thereat and any reasonable expense incurred by the Insured for prevention of such loss shall be reimbursed by the company.
7. Upward revision of EAT: If the actual amount of money in Transit exceeds the Estimated Annual Turnover (EAT), at any time during the currency of this policy, the Insured shall not be entitled to any of the benefits relating to money in transit, provided that in such case as mentioned hereinabove, if the Insured informs the Company of the same and a proportionate amount of premium as stipulated by the Company is paid, the policy shall be deemed to be in force till the expiry of the initial term.
8. Downward revision of EAT: Within one month from the expiry of each period of insurance the Insured shall furnish the Company with a correct account of the amount of all the money in transit during the period and if the accounted amount is less than the estimated amount on which premium has been paid, the difference in premium shall be paid as a refund to the Insured, but in no case shall the refund be more than fifty percent (50%) of the premium stated in the Schedule and retention of premium shall not be less than the minimum of Rs 50/-
9. Rights of recovery: The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement in respect of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceeding and in the event of any or all of the money being recovered, it shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount of money lost.
10. Position after a Claim: The Insured shall not be entitled to abandon any insured item/ property whether the Company has taken possession of the same or not. As from the date of receipt of the claim amount by the Insured as determined by the Company to be fit and proper for the loss or damage in respect of claim made for cash in safe, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of compensation. The Insured shall be entitled to reinstate the Sum Insured upon payment of additional premium.
11. The Standard Terms and Condition relating to Average shall not be applicable to this policy.

SECTION 8. FIDELITY INSURANCE

SCOPE OF COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed, to indemnify the Insured against a direct pecuniary loss in respect of monies or stocks belonging to the Insured or held in trust by him (in the course of his business), sustained by reason of any act of fraud, forgery, theft or dishonesty committed on or after the date of commencement of this policy and during uninterrupted service with the Insured and discovered during the continuance of this policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement, whichever of these events shall first happen.

Provided Always That

(i) If this policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of period of indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the amount of guarantee here under or the amount of guarantee under any other such policy as aforesaid whichever is greater.

(ii) The Company shall not be liable to pay more than one claim in respect of the acts of any one of the Employees.

EXCLUSIONS:

(i) The Company shall not be liable in respect of losses arising outside India.

(ii) Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and conditions of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions to be followed generally with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.

(iii) The Company shall not be liable for any unexplained losses or shortages discovered at stock taking nor any further loss in respect of the Employee concerned upon or after the discovery of a default committed by such Employee.

Policy related Terms and Conditions

1. If the Insured is or shall hereafter be guaranteed by any other person, society or company or holds other security or insurance against such loss, as is hereby guaranteed, the Company shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.
2. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this policy. Any money recovered after the settlement of any claim shall be the property of the Company not exceeding, however, the amount paid by the Company.
3. The Insured shall, if and when required by the Company, but at the expense of the Company, use all diligence in prosecuting the Employee(s) for conviction for any act which such Employee shall have committed and in consequence of which a claim will have to be made under this policy and shall at the Company's expense give all information and assistance to enable the Company to use for and obtain reimbursement by any such Employee by reason of whose acts or defaults a claim has been made or money which the Company shall have become liable to pay in respect thereof or by the estate of such Employee.
4. The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this policy and the Insured shall give to the Company all such information and assistance as may be reasonable for maintaining such claims or rights.
5. The Company may, without prejudice to the rights of the Insured in respect of claims of which notice shall have to be given to the Company, cancel this policy by sending seven days' notice by Registered Letter to the Insured at his last known address and in such event, will return to the Insured the premium less the pro-rata portion thereof for the period the policy has been in force or the policy may be cancelled at any time by the Insured on seven days' notice (provided no

IRDA Reg. No. 115 **Mailing Address**: 601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400064	**CIN**: L67200MH2000PLC129408 **Registered Office Address:** ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025	**UIN: IRDAN115CPMS0006V01202425** Toll free no: 1800 26661800 2666 Alternate no: 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com

claim has arisen during the then current period of insurance) and the Insured shall be entitled to return of the premium less premium at the Company's short period rates for the time that policy has been inforce. In case of any claim during the currency of the Policy, no refund whatsoever shall be made for any cancellation of the Policy by the Insured.

6. For the purpose of identifying employee in all cases of change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.
7. For the purposes of this policy, all references to 'sum insured' shall mean and refer to the amount of guarantee, and vice versa.

APPLICABLE TO SECTION 1 TO SECTION 4 OF THE POLICY

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.

APPLICABLE TO SECTION 5 (I-Elite Comprehensive General Liability Insurance)) OF THE POLICY

DEFINITIONS

1. "**Act of terrorism**" means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pur "Suit" of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which: a. Involves violence against one or more persons;
b. Involves damage to property;
c. Endangers life other than that of the person committing the action;
d. Creates a risk to health or safety of the public or a section of the public; or
e. Is designed to interfere with or to disrupt an electronic system.
2. "**Advertisement**" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters for the purposes of this definition. Provided that:
a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
b) Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "Advertisement".
3. "**Auto**" means
a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attachment machinery or equipment; or
b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. However, "Auto" does not include equipment.
4. "**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "**Coverage territory**" means
a) Territory specified in Item No VI of the Policy Schedule;
b) All other parts of the world if the injury or damage arises out of:

1) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.

Provided the insured responsibility to pay damages is determined in a "Suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to in writing in advance.

6. "**Coverage jurisdiction**" means Item no VII specified in the Policy Schedule.
7. "**Employee**" means any natural person who receives remuneration directly from an insured and whose work is controlled and directed by that insured. "Employee" includes a "Leased worker". "Employee" does not include a "Temporary worker".
8. "**Executive officer**" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "**Impaired property**" means tangible property, other than "Your product" or "Your work", that cannot be used or is less useful because:

a) It incorporates "Your product" or "Your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b) You have failed to fulfil the terms of a contract or agreement. If such property can be restored to use by the repair, replacement, adjustment or removal of "Your product" or "Your work" or your fulfilling the terms of a contract or agreement, then it shall not be included within the meaning of "Impaired property".

10. "**Insured contract**" means

a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured contract". b) An elevator maintenance agreement.

c) That part of any other contract or agreement pertaining to your Designated Operation specified in the Policy Schedule under which you assume the tort liability of another party to pay for "Bodily injury" or "Property damage" to a third person or organisation. Tort liability means a liability that would be imposed in the absence of any contract or agreement.

11. "**Leased worker**" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "Temporary worker".
12. "**Loading or unloading**" means the handling of property:

a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "Auto";

b) While it is in or on an aircraft, watercraft or "Auto"; or

c) While it is being moved from an aircraft, watercraft or "Auto" to the place where it is finally delivered, but "Loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "Auto".

13. "**Mobile equipment**" means any of the following types of land vehicles, including any attached machinery or equipment:

a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
b) Vehicles maintained for use solely on or next to premises you own or rent;
c) Vehicles that travel on crawler treads;
d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment;
e) Vehicles not described in paragraph a, b, c or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, "Mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "Auto"(s).

14. "**Occurrence**" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

15. "**Personal and advertising injury**" means injury, including consequential "Bodily injury" arising out of one or more of the following offenses:

a) False arrest, detention or imprisonment;

b) Malicious prosecution;

c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e) Oral or written publication, in any manner, of material that violates a person's right privacy;

f) The use of another's advertising idea in your "Advertisement"; or

g) Infringing upon another's copyright, trade dress or slogan in your "Advertisement".

16. "**Policy period**" means the period commencing from the effective date and hour of this Policy and terminating on the expiry date and hour, as shown in the Policy Schedule.

17. "**Pollutants**" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or re-claimed.

18. "**Products completed operations hazard**"

a) Includes all "Bodily injury" and "Property damage" occurring away from premises you own or rent and arising out of "Your product" or "Your work" except: 1) Products that are still in your physical possession; or

2) Work that has not yet been completed or abandoned. However, "Your work" will be deemed completed at the earliest of the following times:

a. When all of the work called for in your contract has been completed.

b. When all of the work to be done at the job-site has been completed if your contract calls for work at more than one job-site.

c. When that part of the work done at a job-site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed.

b) Does not include "Bodily injury" or "Property damage" arising out of:

1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "Loading or unloading" of that vehicle by any insured;

2) The existence of tools, uninstalled equipment or abandoned or unused materials.

19. "**Property damage**" means

a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or

b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "Occurrence" that caused it.

For the purpose of this Policy, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

20. "**Suit**" means a civil proceeding in which damages because of "Bodily injury", "Property damage" or "Personal and advertising injury" to which this Policy applies are alleged. "Suit" includes:

IRDA Reg. No. 115 **Mailing Address**: 601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400064	**CIN**: L67200MH2000PLC129408 **Registered Office Address:** ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025	**UIN: IRDAN115CPMS0006V01202425** Toll free no: 1800 26661800 2666 Alternate no: 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com

a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our prior written consent; or
b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our prior written consent.
21. "**Temporary worker**" means a person who is supplied to you to substitute for an "Employee" on leave or to meet seasonal or short-term workload conditions.
22. "**Volunteer worker**" means a person who is not your "Employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. 23. "**Your product**"
a) Means
1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
a) You;
b) Others trading under your name; or
c) A person or organization whose business or assets you have acquired, and
2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b) Includes
1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "Your product"; and
2) The providing of or failure to provide warnings or instructions.

c) Does not include vending machines or other property rented to or located for the use of others but not sold. 24. "**Your work**"
a) Means
1) Work or operations performed by you or on your behalf; and
2) Materials, parts or equipment furnished in connection with such work or operations.

b) Includes
1) Warranties or representations made at any time with respect to the fitness, quality, durability performance or use of "Your work"; and
2) The providing of or failure to provide warnings or instructions.

APPLICABLE TO SECTION 6 (GROUP PERSONAL ACCIDENT INSURANCE) OF THE POLICY

DEFINITIONS

1) **Admission** means admission of the insured in a Hospital as an inpatient for the purpose of medical treatment of an Injury and/or Illness.

2) **Age -** means the completed years of the Insured Person on his/her last birthday as per the English calendar.

3) **Break In Policy -** occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

4) **Claim -** means a demand made by You or on Your behalf for payment of Medical Expenses or any other expenses or benefits, as covered under the Policy.

5) **Company –** means ICICI Lombard General Insurance Company Limited.

6) **Condition Precedent -** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

7) **Contribution** – is essentially the right of the insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.

8) **Cover Year -** means duration of twelve months beginning from the Cover Period Start Date as specified in the Policy Schedule, and for subsequent Cover Years, it will include any successive durations of twelve months, till the Cover Period End Date, as specified in the Policy Schedule.

9) **Day -** means a period of 24 consecutive hours.

10) **Child -** means dependent child/children including adopted and step child/children of the

Insured Person between Ages two (2) years and eighteen (18) years (twenty-three (23) years if attending as a full time student in an accredited Institution of Higher Learning) who are unmarried, and receive the majority of maintenance and support from the Insured Person

11) **Family Member -** means an Insured Person's legally wedded spouse, children, siblings, siblingsin-law, parents, mother-in-law, father-in-law, legal guardian, ward, step or adopted children, stepparents.

12) **Insured Event –** means any event specifically mentioned as covered under this policy.

13) **Insured Person(s) -** means the individuals (s) covered under the Policy whose name(s) is/are specifically appearing as such in the Policy Schedule and is/are hereinafter referred as "You"/"Your"/ "Yours"/ "Yourself"

14) **Nominee -** means the person(s) nominated by You to receive the benefits under this Policy payable on Your death caused by an Accident. For the purpose of avoidance of doubt it is clarified that if You are a minor, your legal guardian shall appoint the Nominee.

15) **Out-patient** Means the one in which the Insured who is not hospitalized for more than 24 consecutive hours but who visits a Hospital, clinic, or associated facility for diagnosis or treatment. However, any Insured undergoing any specified "Day care surgeries/Treatment" will not be considered as an Out-patient.

16) **Period of Insurance** means the period as specifically appearing in the Policy Schedule and commencing from the Policy Period Start Date of the first Policy taken by the insured from the company and then, running concurrent to the current Policy subject to the Insured's continuous renewal of such Policy with the company.

17) **Physical Separation -** means with respect to the hand, severance of limb at or above the wrists, and with respect to the foot, severance of limb at or above the ankle.

18) **Policy** means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the insured, what is excluded from the cover and the terms & conditions on which the Policy is issued to the insured.

19) **Policy Holder** means the person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premium(s).

20) **Policy Period** means the period commencing from the Policy Period Start Date, Time and ending at the Policy Period End Date, Time of the Policy and as specifically appearing in the Policy Schedule.

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21) **Policy Year** means a period of twelve months beginning from the Policy Period Start Date and ending on the last day of such twelve- month period. For the purpose of subsequent years, "Policy Year" shall mean a period of twelve months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve-month period, till the Policy Period End Date, as specified in the Policy Schedule.

22) **Policy Schedule -** means the Policy Schedule attached to and forming part of the Policy.

23) **Professional Sports -** means a sport which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.

24) **Proposal and Declaration Form -** means any initial or subsequent declaration made by the policyholder and is deemed to be attached and which forms a part of this Policy.

25) **Scheduled Airline -** means any civilian aircraft operated by a civilian scheduled air carrier, holding a certificate license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and at specified times, on regular or charted flights operated by such carrier.

26) **Surgery -** Surgery or Surgical Procedure means manual and/or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

27) **Sum Insured -** means and denotes the maximum amount of cover available to the Insured Person under each section and extension (s) therein as detailed in Part I of the Policy to this Policy, subject to the terms and conditions of this Policy, which represents the Company's maximum liability for all claims in aggregate payable to such Insured Person by the Company under each of the respective section(s) and extension (s) therein.

28) **Terrorism/Terrorism Activity -** means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim (s) shall not be considered Terrorist Acts. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

29) **Third Party Administrator (TPA)** means the services rendered by a TPA to an insurer under an agreement in connection with health insurance business but does not include the business of an insurance company or the soliciting either directly or indirectly, of health insurance business or deciding on the admissibility of a claim or its rejection.

30) **War -** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

31) **You / Your / Yours / Yourself -** means the person(s) that We insure and is/are specifically named as Insured Person(s) in the Policy Schedule.

32) **We/ Our / Ours / Us -** means the ICICI Lombard General Insurance Company Limited

APPLICABLE TO SECTION 7 (MONEY INSURANCE) OF THE POLICY

DEFINITIONS

For the purposes of the Policy, the following terms shall have the meaning as set forth hereunder:

1. **"Money"** means cash including coins and currency notes, bank drafts, treasury notes, cheques, postal orders, and current postage stamps.
2. **"Bank"** means and includes bank of every description, post office, and government treasury.
3. **"Employee"** means any such person as authorized by the Employer either expressly or impliedly in the course of employment.
4. **"Burglary"** means any theft following upon actual forcible and violent entry of and/or exit from the premises and includes housebreaking.
5. **"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.

APPLICABLE TO SECTION 8 (FIDELITY INSURANCE) OF THE POLICY

DEFINITIONS

For the purpose of this policy, the following terms shall have the meaning set forth hereunder:

1. "**Insured**" means any person, partnership firm or anybody of persons whether incorporated or not with whom an employee who is included in the schedule attached hereto has a contract of service.

2. "**Employee**" means any person (other than a person whose employment is of a causal nature and/or under a contract for any service, who is employed otherwise than for the purpose of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, oral or in writing.

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. 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.

9. 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.

10. Cancellation/termination

The Company may at any time, cancel this policy or any section thereof, 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 rateable 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 or any section thereof, in which case the Company shall cancel the policy or any section thereof 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. In case of any claim during the currency of the Policy, no refund whatsoever shall be made for any cancellation of the Policy by the Insured.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.

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, insect's 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. Claim Settlement Procedure (Not applicable to any legal liability claim)

On receipt of all required information/ documents that are relevant and necessary for the Claim, the Company shall, within a period of 30 days offer a settlement of the Claim to the Insured.
If the Company, for any reasons, decides to reject a Claim under the Policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document.

3. Stop Date Loss

If as a result of delay in completing the original shooting schedule of a declared Production the Insured has to honour the termination date contained in a performance contract, such loss (referred to as a stop date loss) is not covered.

4. Pair and Set Clause

In the event of loss or damage to:

a. Any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.

b. Any part of property covered consisting, when completed for use of several parts, the Company shall only be liable for the value of the part lost or damaged.

5. 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.

6. No Benefit to Carrier or Bailee

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

7. 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."

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.

8. 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.

9. 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.

10. 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.

11. 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.
c. N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy
d. 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.
e. 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

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f. 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.

12. 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.

13. 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.

14. 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.

15. 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 or on https://www.cioins.co.in/Ombudsman

The updated ombudsman details are mentioned below:

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

	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	Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T

The updated details of Insurance Ombudsman are also available on IRDA 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: insuranceonline@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. Surveyor will be appointed as per the applicable regulatory prescriptions 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.

DOCUMENTS RELEVANT FOR PROCESSING THE CLAIM (APPLICABLE TO SECTION VI (GROUP PERSONAL ACCIDENT INSURANCE):

A) Mandatory Documents:

a) Death:

i) Completely filled PA claim Form with Company Stamp & Covering Letter from Employer

ii) Attested Copy of FIR.

iii) Attested Copy of PM Report.

iv) Attested Death Certificate.

v) Attested Spot Panchnama (In case of spot accidental death)

vi) Attested Inquest panchnama (in case of spot accidental death where dead body shifted to hospital without informing to police - In case of panchayat).

vii) Attested Railway Police Panchnama and attested Railway station master report (In case of railway Accident)

viii) Certificate from State electricity board, Electricity Board's Panchnama (Optional) in case of Electrocution

ix) The Forensic Science Laboratory (FSL) Report (If recommended in PM Report) in case of Snake Bite/Poisonous Animal Bite

b) Permanent Total Disablement:

i) Completely filled PA claim form with Company Stamp & Covering Letter from Employer

ii) Attested Copy of FIR. (If reported to police authority)

iii) Disability Certificate (Authorised by medical officer/civil surgeon of civil hospital / govt. hospital of

the district / units concerned, stating percentage of disablement)

iv) Reports like X-rays, etc essential for confirmation of the type and percentage of disability

v) Letter from the Employer stating the Description of accident.

vi) Colour photograph of the injured reflecting disability.

vii) Original medical bills with prescriptions/treatment papers. (If medical benefits are covered)

c) Permanent Partial Disablement

i) Completely filled PA claim Form with Company Stamp & Covering Letter from Employer ii) Attested Copy of FIR. (If reported to police authority)

iii) Disability Certificate (Authorised by medical officer/civil surgeon of civil hospital / govt. hospital of the district / units concerned, stating percentage of disablement)

iv) Reports like X-rays, etc essential for confirmation of the type and percentage of disability

v) Letter from the Employer stating the Description of accident.

vi) Colour photograph of the injured reflecting disability.

vii) Original medical bills with prescriptions/treatment papers. (If medical expense is covered) **d)**

Temporary Total Disablement:

i) Completely filled PA claim Form with Company Stamp & Covering Letter from Employer

ii) Medical Certificate (Medical Practitioner's certificate confirming injury and advising rest/ unfit to work for specified number of days. fitness certificate from treating Doctor).

iii) Attested copy of FIR. (If reported to police)

iv) Leave certificate from the employer.

v) Original Medical Bills with prescription, photocopy of Discharge Card, X-ray report in case of fracture or as the case may be. (Original medical bills required if medical expense is covered)

B) If claim payment needs to be on the name of the employee

i) Indemnity cum Declaration Bond (Rs. 100 Bond Paper)

ii) No Objection certificate from Insured

C) In case of un-named policy

Salary Certificate (Grade or category) from employer authority and Photo id proof **D)**

Additional Documents required for Payment of Claims:

a) If payable to **insured,** following additional documents are required for all nature of loss i)Payee name of the insured ii) Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)

b) If payable to **injured,** following additional documents are required for all claims other than death

(i) Payee name of the injured

(ii) No objection certificate from the insured that claim is paid in the name of injured

(iii) Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)

(iv) AML documents (PAN card/Photo ID, Address proof, and 2 colour photographs) in case of claim amount is more than Rs. 100,000.

c) If payable to **nominee,** following additional documents for Death claims (i) Payee name of the nominee

(ii) If the policy is employer employee relation based, then No Objection certificate is required from employer to process the claim in the name of nominee. iii) Account details for Electronic funds transfer (EFT mandate form and cancelled cheque)

iv) AML documents (PAN card/Photo ID, Address proof, Relationship proof and 2 colour photographs) in case of payment to Nominee/Legal heir.

v) Legal Heir certificate/Consent letter from all nominees/legal heirs in case of more than 1 nominee/legal heir

In addition to above mentioned documents, additional supporting documents may be asked by the company or Third party administrator (TPA), on behalf of the Company, to investigate the Claim or the Company's obligation to make payment for it.

* Attestation should be from a gazette officer or notary.

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

IRDA Reg. No. 115 **Mailing Address**: 601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400064	**CIN**: L67200MH2000PLC129408 **Registered Office Address:** ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025	**UIN: IRDAN115CPMS0006V01202425** Toll free no: 1800 26661800 2666 Alternate no: 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com

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

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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 Third-Party 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. ---
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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 Section 1,2,3 & 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

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.

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