

PROSPECTUS & SALES LITERATURE

Event Insurance Policy

Scope of Cover

The Events Insurance Policy provides the following 4 sections:

- Event Cancellation
- Property Insurance
- Public Liability
- Money Insurance

Section 1: Event Cancellation - if your event is cancelled for reasons beyond your control, the insurer will reimburse your irrecoverable expenses, up to the limit you choose. This includes cancellation following terrorism for your event (If terrorism add on selected).

Section 2: Property Insurance - the insurer will cover direct physical loss of or damage to property at the insured event(s). This covers the insured's own property and property as a part of hired and / or held in trust.

Section 3: Public Liability - the Policy provides cover if you have to pay compensation to a third party following accidental bodily injury or damage to their property if the incident happens during your event.

Section 4: Money Insurance - the Policy provides Protection against loss in transit of money while carried by you or your Employees or from a Safe or Strong room, caused during the course of the event insured Period by Robbery, theft or any other fortuitous event.

Premium

The main risk factors that would determine the basic rate for this product would be Type of Event insured, Period of Insurance, Single event or Multiple event, Availability of weather protection, geographic condition

Main Extensions

We can further increase the scope of cover with the help of 'add on covers / clauses' by paying additional premium. Some of the important add on covers are listed below

- Adverse weather for outdoor events (in the open or in a temporary structure);
- Non-appearance of key performer, speaker, player, team, performing group etc.

- Non-availability of Site/Venue for the Event due to operation of Fire, Lightning, Earthquake, Flood, Inundation, Storm, Cyclone, Tempest, Hurricane, Typhoon and Tornado
- Cancellation arising out of Pandemic
- Cancellation arising out of Severe Acute Respiratory Syndrome(SARS) and/or Atypical Pneumonia and/or any other contagious disease
- Terrorism
- Accidental Damage cover
- No Show Cover
- Riots, Strike or Malicious damage
- Failure of Utilities

List of Exclusions

Section 1: Event Cancellation

The insurance does not cover:

1. Any expenses incurred if the Event is cancelled due to circumstances that were likely to cause the Event to be cancelled and which the Insured and/or Insured's agent knew at the time when insured applied for this Policy.
2. The failure of the insured to carry on the event, commence and complete the event in the scheduled time due to insured's inability to make the necessary arrangement, to take the required permissions, due to financial incapacity, lack of funds, defaults.
3. Any expenses incurred due to alterations or variation of the Event without prior approval of the Company.
4. Any expenses incurred if the Event is cancelled due to any regulation or law of any local, state or central authority. The Company also does not cover if the Event is cancelled due to non-granting or withdrawal of permission by any local, state or central authority.
5. Any expenses incurred if the Event is cancelled due to errors or omissions of a Vendor.
6. Any expenses incurred if the Insured fails to notify (as soon as practicable) any Vendor that the Event has been cancelled.
7. Any expenses incurred if the Event is cancelled because Insured and/or Insured's agent and/or the Named Artist is arrested or imprisoned for any criminal or unlawful activity.
8. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on Insured's behalf is involved or implicated.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any legal liability of the Insured.
11. Any expenses incurred if the Event is cancelled due to Accidental death, Accidental injury or illness/sickness of immediate family member of the Insured and/or of the Named Artist.
12. Any loss or damage arising out of fear, threat or hoax of terrorism.
13. Any expenses incurred if the Event is cancelled due to riots, strikes or malicious damage
14. Any expenses incurred if the Event is cancelled due to non-appearance of the Named Artist
15. Any expenses incurred if the Event is cancelled due to adverse weather conditions and/or unseasonal rain.

16. Any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
17. Any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
 - a) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - b) any travel advisory or warning being issued by a national or international body or agency.
18. Any Insured Event(s) in the open or under canvas or in a temporary structure unless agreed by the Company in writing and stated in the Schedule.
19. Any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Assured at the inception of this Insurance or at the time of making the booking whichever is the later.
20. Expenses and Gross Revenue which have not been declared to and agreed by the Company.

Section II: Property Insurance

A. Fire Insurance and Allied Perils

The insurance does not cover:

1. Deductible as shown on the Schedule.
2. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
3. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
4. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, 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.
5. Expenses necessarily incurred on:
 - a) Architects, Surveyors and Consulting Engineer's Fees and
 - b) Debris Removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
6. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
7. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
8. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
9. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.

B. Burglary and Housebreaking

The insurance does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:

1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind.
3. Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
4. Loss or damage which is recoverable under Fire, Plate Glass, Neon Sign, Marine Cargo Insurance Policy or any other policy under which such coverage is has been obtained by the insured.
5. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
6. Loss or damage caused by wear and tear or gradual deterioration.
7. Loss or damage occasioned by loot, sack, spillage or pilferage.
8. Consequential loss or damage of any kind
9. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
10. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
11. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
12. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

Section 3: Public Liability

The insurance does not cover:

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

4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill;
5. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs;
6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from;
7. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation.
8. Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
9. Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
10. Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
11. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
12. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft;
13. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises;
14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
15. Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
 - a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
 - b) employees and visitors clothing and personal effects.
 - c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement

Section 4: Money Insurance

The insurance does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:

1. Any consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise and any other legal liability of any kind.
2. Loss of Money carried by anyone other than the Insured or an Authorised Employee of the Insured.
3. Loss of Money where the Insured or his Authorised Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.
4. If the Money is consigned to any person (other than a full time permanent employee of the Insured in employment of the Insured under an express contract of employment), agency or organisation engaged in the transportation of Money for third parties;
5. Loss of Money in the Insured Premises where such Money is stored other than in a Safe or Strong Room, after business hours.
6. Money carried under contract of affreightment.

7. Loss of money from an unattended vehicle.
8. Loss from a safe or strong room following use of the safe or strong room key(s) or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence to the person in custody of the key(s);
9. Loss or damage whether direct or indirect arising from war (whether war be declared or not), war-like operations, act of foreign enemy, hostilities, civil war, rebellion, insurrections, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
10. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
11. Loss or damage due to the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
12. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
13. Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party.
14. Any personal or bodily or mental injury or suffering of any description. In any action suit or other proceeding where the Company alleges that by reason of any Exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
15. If the Insured premises containing the insured property is unused / unoccupied and so remains for a consecutive period of more than 7 days.

General exclusions applicable to all sections:

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2.
 - i) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom; any legal liability of whatsoever nature;
 - ii) Any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer.
 - a) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
 - b) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any

computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

3. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
 - i) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility.
 - ii) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set.
 - iii) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
4. Loss, destruction or damage directly or indirectly caused to the property insured by:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
5. Loss, destruction or damage caused to the insured property by pollution or contamination excluding:
 - a) Pollution or contamination which itself results from a peril hereby insured against
 - b) Any peril hereby insured against which itself results from pollution or contamination
6. Wilful act or wilful negligence of the Insured or of his responsible representative
7. Terrorism Damage Exclusion Warranty: This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION