



WITH YOU ALWAYS

## MEDIA PRODUCTION INSURANCE

UIN: IRDAN108CPMS0006V01202425

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## POLICY WORDINGS

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## **PREAMBLE**

**Tata AIG General Insurance Company Limited (We, Our, Us or Company)** will provide the insurance described in this **Policy** and any **endorsements** thereto, for the **Period of Insurance** to the **Insured** detailed in the **Policy Schedule**, in reliance upon the statements contained in the **proposal form**, which shall be the basis of this **Policy** and are deemed to be incorporated herein, in return for the required **premium** being received by **Us** when due and the **Insured's** compliance with all applicable terms and conditions of this **Policy**. The liability of the **Company** during the **Period of Insurance** with respect to any one Contract covered under this **Policy** shall not exceed the Limit of Indemnity specified in the **Policy Schedule** which applies per Contract. In no **event** shall the **Company's aggregate** liability for all claims under this **Policy**, in relation to any and all Sections covered under this **Policy**, exceed the **aggregate** limit set out in the **Policy Schedule**.

### **1. SECTION FOR CAST COVERAGE**

**We** will pay for **loss** incurred by **you** directly resulting from any **insured person** being necessarily prevented by their death, injury, illness, sickness, disease, **bereavement** or **kidnapping** from commencing, continuing or completing their respective duties or performances in a **production**.

#### **1.1 Limit of Liability and Deductible**

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

#### **1.2 Basis of Loss Settlement**

- 1.2.1 The term, "loss" as used in this Section means the additional **production costs** necessarily incurred by **you** in completing a **production** that would not have been incurred, but for the happening of any one or more of the **events** specified under Cover but not including any additional **production costs** arising out of any obligation or requirement of **you** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a loss otherwise covered under **your policy**.
- 1.2.2 If one or more of the **events** specified under Cover reasonably, practically and necessarily prevents the completion of **principal photography** irrespective of any completion or delivery date requirements and if agreed by **us**, **you** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.
- 1.2.3 Before payment of an abandonment **loss**, **you** will surrender, assign and transfer to **us** or **our** nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production** but this shall not apply to any sequel or prequel or any attendant merchandising rights associated with the sequel or prequel.

#### **1.3 Special Conditions**

As shown on **your Policy Schedule**, Cover provided by this Section either excludes **pre-existing conditions** for **insured persons** or **you** are required to submit to **us** the following for each **insured person** along with the request for quote:

1. Declaration of Health Form (Refer the Proposal Form)

**We** will review the Declaration of Health Form submitted and advise **you** of **our** approval, or any reservation, exception or restriction. Acceptance of pre-existing conditions would be subject to **our** discretion.

#### **1.4 Exclusions**

**We** will not cover **loss** directly or indirectly arising out of, contributed to by or resulting from:

1. any **insured person** under this Section taking part in flying other than as a passenger;
2. any **insured person** taking part in any hazardous activities without **our** prior written consent;
3. the inability of any **insured person** to perform as a result of pregnancy, child birth or other related condition;
4. any **insured person** under six years of age or over seventy-five years of age (subject of adherence to Guidelines for Child and Adolescent Participation in the Entertainment Industry or any Commercial Entertainment Activity prescribed by NCPDR and The Child and Adolescent Labour (Prohibition and Regulation) Act (CALPRA), 1986) as amended;
5. any **insured person** under nine years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis diphtheria;

6. loss of **money**, securities or other consideration surrendered as a ransom payment by **you** as a result of **kidnapping** or alleged **kidnapping** unless notified to and accepted by **us**; or
7. any loss, **damage**, liability, cost or expense directly or indirectly arising out of, contributed to by or resulting from **communicable disease** and/or threat or fear thereof (whether actual or perceived) where such **communicable disease** leads to or has led to:
  - (i) the imposition of quarantine or restriction in movement of people or animals; or
  - (ii) any travel advisory or warning being issued by any regional, state, national or international body or agency.

Exclusion 7 applies:

- (a) from the announcement date of either (i) or (ii) above, whichever is earliest;
- (b) regardless of any other cause or **event** that in any way contributes concurrently or in any sequence to the loss, **damage**, liability, cost or expense.

However, exclusion 7 does not apply if an **insured person** receives a positive test result for the **communicable disease** from a qualified medical practitioner before either (i) or (ii), as shown above, whichever occurs first.

## **2. SECTION FOR MEDIA COVERAGE**

### **2.1 Cover**

We will pay for **loss** incurred by **you** resulting directly from accidental **damage to media** from any external cause and for:

1. faulty **media**;
2. faulty cameras or recording **equipment**;
3. faulty developing, editing or processing including where arising from faulty computer software programs;
4. accidental and/or unauthorised corruption of the images and sound data held on **digital media**;
5. accidental and/or unauthorised erasure of recordings from **media**;
6. accidental exposure to light of raw or exposed film; or

except as excluded and occurring during the **period of insurance** for **media** used or intended to be used for recording and storing images or sounds necessary to the intended release of a **production**.

### **2.2 Property Not Insured**

We will not pay **you** for:

1. **damage** of the **equipment** including **digital media** (whether fixed or unfixed within the **equipment**) used to record, work on or play the **media**;
2. **loss** arising out of or in connection with **media** containing unused or excess footage, back up material or cut outs; or
3. **loss** arising out of or in connection with archive or library material.

### **2.3 Limit of Liability and Deductible**

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

### **2.4 Basis of Loss Settlement**

1. The term – “**loss**” as used in this Section means the additional **production costs** necessarily incurred by **you** in completing a **production** that would not have been incurred but for the happening of any one or more of the **events** specified under Cover but not including any additional **production costs** arising out of any obligation or requirement of **you** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a **loss** otherwise covered under **your policy**.
2. If one or more of the **events** specified under Cover reasonably, practically and necessarily prevents the completion of **principal photography** irrespective of any completion or delivery date requirements and if agreed by **us**, **you** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.
3. Before payment of an abandonment **loss**, **you** will surrender, assign and transfer to **us** or **our** nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production** but

this shall not apply to any sequel or prequel or any attendant merchandising rights associated with the sequel or prequel.

## 2.5 Exclusions

We will not cover **loss** directly or indirectly arising out of, contributed to by or resulting from:

1. deterioration, condensation, atmospheric dampness or changes in weather conditions, exposure to sudden changes in temperature or extreme temperatures;
2. faulty manipulation of the filming or recording **equipment** or computer software (but this exclusion shall not apply to Cover 5), non-compliance with the instructions or specifications of the **media** or **equipment** or with the accepted standards of industry practice;
3. delay in delivery of **media**;
4. x-rays, x-ray systems or fluoroscopic inspection devices but this exclusion shall not apply providing all precautions have been taken and the exposed or unexposed negative is properly identified as such and all unprocessed negative is carried as hand luggage and accompanied at all times. This exclusion shall not apply in respect of **digital media**; or
5. **Electromagnetic – loss** arising out of or attributable to, directly or indirectly, electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation;
6. **Infrastructure – loss** directly or indirectly arising out of, contributed to by or resulting from any actual or alleged failure, malfunction or interruption of the provision of infrastructure, financial markets infrastructure, utilities and telecommunications/internet services, including but not limited to satellite failures, gas, water or electricity provision, security exchanges, clearing houses, telecommunications service provision or any core element of the internet (including a failure of the core DNS root servers or the IP addressing system);
7. **Natural perils – loss** arising out of or attributable to, directly or indirectly, any physical cause or natural peril, such as fire, wind, water, flood, lightning, explosion, collision, subsidence, earthquake, or act of God howsoever caused;
8. **loss** arising out of or attributable to, directly or indirectly a **security failure**; or
9. **Terrorism – loss** arising out of or attributable to, directly or indirectly **terrorism**: or any action taken in controlling, preventing, suppressing or in any way related to it; regardless of any other cause or **event** contributing concurrently or in any other sequence to the **loss**.

## 2.6 Conditions

Cover under this Section will apply provided that:

1. cameras, lenses and related **equipment** have been tested and proved to be in sound working condition for the purpose for which they are intended to be used at the start of filming or recording of the **production** keeping to the highest standards of industry practice;
2. **media** is:
  - (a) adequately checked for acceptability on a suitable size monitor at least daily;
  - (b) securely backed up; and
  - (c) duplicated and securely stored at a separate location from the original on a daily basis;
3. **media** is kept by you in a satisfactory condition and fit for its purpose until completion of the **protection material**, which is then securely stored off site. **Damage** to any **media** for which a satisfactory **protection material** exists shall not result in a **loss** under **your policy** unless the corresponding **protection material** is also **damaged**; and
4. unprocessed negative films will not be accumulated by **you** for shipment or processing for more than a period of three shooting days or five consecutive days whichever period expires first.

In any claim, action, suit or other proceeding to enforce a claim for **loss** under this Section, the burden of proving that the **loss** does not arise in circumstances which fall within the requirements of these conditions and is not a result of the non-compliance with these conditions, shall be solely upon **you**.

### **3. SECTION FOR PROPERTY COVERAGE**

#### **3.1 Cover**

We will pay for:

1. **props, sets and wardrobe;**
2. **equipment;**
3. **office contents;**
4. **computer and telecommunication equipment;**
5. **action motor vehicles;**
6. **library stock**

owned by **you** or which is the property of others for which **you** are legally responsible and which is **damaged** during the **period of insurance** within the **geographical limits**.

#### **Loss of Use and Continuing Hire Charges**

We will also pay all sums which **you** become legally liable to pay as **compensation** for the amount of related continuing hire charges as a result of **damage** to **props, sets and wardrobe** and **equipment** used or to be used in a **production**.

#### **Alternative Hire Charges**

We will also pay additional costs in hiring alternative **props, sets and wardrobe** and **equipment** as a result of **damage** to such property which is owned by **you** and used or to be used in a **production**. We will not pay **you** for alternative hire charges which could be covered under any other Section.

#### **3.2 Limit of Liability and Deductible**

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

#### **3.3 Basis of Settlement**

In the **event** of **damage** to items 1 to 5 under Cover, such property will be valued at the full cost of repair or replacement without deduction for wear and tear and gradual deterioration to a condition equal to, but not better or more extensive than, its condition when new provided that the property is actually repaired or replaced by **you** within a reasonable period of time following the loss.

The payment will not exceed the amount actually spent to repair or replace such property for the same occupancy, use or in the **event** of repair only, the amount which would have been payable had the property been entirely destroyed.

If not repaired or replaced, such property will be valued at its **actual cash value** on the date of loss. If the property was the property of others hired to **you** under a written contract or agreement and the property is not repaired or replaced it will be valued at the contractual value as specified.

In the **event** of **damage** to item 6 under Cover, **we** will pay for the recopying expenses incurred in the reproduction and replacement of **library stock**. If **library stock** cannot be replaced with other like kind or quality, no payment shall be made under this insurance.

#### **3.4 Exclusions**

We will not cover loss directly or indirectly arising out of, contributed to by or resulting from:

1. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear and tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or change of temperature, shrinkage, evaporation, loss of weight, rust, warping, contamination or leakage of contents;
2. short circuit or other electrical injury, disturbance or failure unless fire ensues and then only **damage** caused directly by the fire;
3. **damage** to property sustained while the property is being actually worked upon and directly resulting therefrom or **damage** to any property undergoing construction, alteration, repair or testing unless accidental fire or explosion ensues and then only for the **damage** caused by the ensuing fire or explosion;

4. loss, distortion, corruption or erasure of **programs** and **reinstatement of programs** and **reinstatement of data** or the value to **you** of the **data** contained;
5. shortage of inventory or any unexplained loss or mysterious disappearance;
6. rain, sleet, snow or hail whether driven by wind or not to property stored in the open (other than while on location);
7. aircraft (including gliders and hang-gliders), watercraft (replacement value of which is in excess of the value mentioned in the **Policy Schedule** for any one craft and the value mentioned in the **Policy Schedule** in the **aggregate**), railroad cars or **equipment**, motorcycles, motor vehicles or other motorised conveyances except:
  - (a) while being used as part of a theatrical set and not in motion;
  - (b) while in transit to and from a set and not being self-propelled; or
  - (c) **action motor vehicles**;
8. theft from an unattended vehicle, unless at the time of such theft:
  - (a) the windows, doors and compartments of the vehicle are securely closed and locked;
  - (b) a manufacturer approved security alarm is in operation to protect the vehicle;
  - (c) no items contained in the vehicle are visible from outside; and
  - (d) such theft results from forcible entry.

The Cover provided under the exceptions above is subject to the Theft from Unattended Vehicle inner limit shown in **your Policy Schedule**;

9. **damage** to any item of **computer and telecommunication equipment** due to its own breakdown or derangement unless the item is at the time of the **damage** the subject of a maintenance, rental hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance at inclusive cost. This exclusion shall not apply to Special Extension 2;
10. **damage** recoverable under any guarantee or maintenance rental hire or lease agreement;
11. **damage** to the **computer and telecommunication equipment** caused by or attributable to defective packing or incorrect or insufficient addressing; or
12. **damage** caused by error in machine programming or instructions to the machine

### **3.5 Cover for 4. Computer and Telecommunication Equipment**

For item 4 under Cover of this Section, **we** will pay the following if stated on **your Policy Schedule**. The limit of liability for these Special Extensions is not in addition to the limit of liability stated in **your Policy Schedule** in connection with a **production**.

#### **1. Reinstatement of Programs and Data**

**We** will pay for loss, distortion, corruption or erasure of **programs** and/or **data** recorded on **media** and the costs necessarily and reasonably incurred by **you** in the **reinstatement of programs** and/or **reinstatement of data** but excluding the value to **you** of the **data** contained. However, **we** will not pay for loss, distortion, corruption or erasure of **programs** and/or **data** recorded on **media** unless the accidental loss, distortion, corruption or erasure of **programs** and/or **data** itself results from other **damage** to **computer and telecommunication equipment** and is not otherwise excluded.

#### **2. Increased Cost of Working**

If the computer operations of the **business** at the **premises** are interrupted or interfered with due to **damage**, **we** will pay the **increased cost of working**. However, **we** will not pay for:

- (a) the **increased cost of working** incurred during the first 48 hours following breakdown or derangement of any item of **computer and telecommunication equipment** if a maintenance, rental hire or lease agreement providing a minimum service of on-call remedial and/or corrective maintenance at inclusive cost is not in force on the item;
- (b) the costs of **reinstatement of data** and **reinstatement of programs**; and
- (c) any loss which is also insured under the **Business Interruption Section**.

### **3. Removal of Debris**

**We** will pay for **costs and expenses** necessarily and reasonably incurred by **you** with **our** consent for removing **computer and telecommunication equipment** debris and dismantling or demolishing **computer and telecommunication equipment** following a loss insured by this Section.

**We** will not pay for any costs or expenses:

- (a) incurred in removing debris except from the site of the property **damaged** and the area within ten metres of the site; and
- (b) arising from the **pollution or contamination** of property not insured by this Section.

### **4. Temporary Repairs and Expediting Costs**

**We** will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair, reinstatement or replacement of **damaged computer and telecommunication equipment**.

### **5. Incompatibility of Computer Records**

**We** will pay for costs necessarily and reasonably incurred for modification of **damaged computer and telecommunication equipment** and reinstatement of **damaged programs** and/or **data** (whichever is less) to achieve compatibility.

### **6. Additional Property**

**We** will pay for **damage to computer and telecommunication equipment** at the **premises** acquired after the start of the **period of insurance** for the period up to the next **renewal date** subject to **us** being notified in writing within 28 days of acquisition and **you** paying or agreeing to pay the additional premium as **we** may reasonably require.

### **7. Additional Rental**

If there is **damage to computer and telecommunication equipment** requiring replacement of a lease/hire agreement by a new contract for similar property, **we** will undertake to pay any additional rental charges.

### **8. Consulting Engineers' Fees / Repair Investigation Costs**

**We** will pay consented fees/costs incurred in conducting investigations and/or tests into possible repair, reinstatement (whether or not successful) or replacement consequent upon **damage** insured by this Section but not for preparing any claim.

### **9. Measures Taken in Avoidance of Impending Loss or Damage**

**We** will pay costs incurred by **you** in taking reasonable but exceptional measures to avoid or mitigate impending **damage** provided that:

- (a) the impending **damage** does not stem from any reasonably foreseeable cause and **principal photography** that **damage** would be the natural outcome to be expected in the absence of the measure;
- (b) **we** are satisfied that **damage** has been avoided or reduced in consequence of the measures taken; and
- (c) the terms, exclusions and conditions of this Section shall apply as if **damage** had occurred.

## **3.6 Conditions**

### **Reasonable Precautions**

**You** will:

- 1. maintain a backup copy of the current version at a location other than the **premises** where the **media** on which the **programs** are recorded is located; and
- 2. maintain a weekly full system backup of **data** at a location other than the respective **premises** where the **media** on which the **data** is recorded is located.



Failure to do so will result in your ability to claim under **your policy**, being compromised.

#### **4. SECTION FOR PROPERTY OF OTHERS COVERAGE**

##### **4.1 Cover**

**We** will pay for loss incurred by **you** resulting from **your** legal liability to pay as **compensation** arising out of **damage** to property of others while such property is in **your** care, custody or control and is used or to be used in connection with a **production**, within the **geographical limits**.

##### **4.2 Limit of Liability and Deductible**

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Any such amount the **Company** pays will reduce the amount of the applicable limit available for any other payment under this Section.

If the applicable limit has been reduced to an amount that is less than the limit of one **event**, the remaining amount of such limit is the most that will be available for any other payment under this Section.

##### **4.3 Exclusions**

**We** will not pay **you** for legal liability to pay **compensation** for:

1. **damage** resulting from the ownership, operation or use of motor vehicles (personal or commercial), aircraft, watercraft or railroad cars or **equipment** including physical **damage** to any of the foregoing;
2. **damage** to property which could be covered under any other Section;
3. **damage** to archive material and library footage;
4. **damage** to **premises** (including buildings) including loss of use, rented to or leased by **you** for any purpose other than location filming in connection with a **production** save that this exclusion shall apply to **premises** and property used as living quarters for **your** cast and crew;
5. **damage** arising out of shortage of inventory, unexplained loss or mysterious disappearance or theft by any of **your employees** or sub-contractors;
6. injury or **damage** to any animal; or
7. **damage** to gardens or plant life.

##### **4.4 Defences Supplementary Payments**

In relation to any matter which may be the subject of indemnity under this Section, **we** may:

1. defend any suit against **you** for **compensation** which is payable under the terms of this coverage even if any of the allegations of the suit are groundless, false or fraudulent but only for amounts that are claimed in excess of the **deductible**;
2. pay within the applicable limit of liability:
  - (a) all expenses **we** incur and all costs taxed against **you** in any such suit and all interest on the entire amount of any judgement which accrues after entry of the judgement and before **we** have paid, tendered or deposited in court that part of the judgement;
  - (b) premiums on appeal, bonds required in such suit and premiums on bonds to release attachments but without any obligation to apply for or furnish any such bonds; or
  - (c) all reasonable expenses other than loss of earnings incurred by **you** at **our** request.

##### **4.5 Other Insurance**

If there is specific or other insurance, whether prior or subsequent in date, effected directly or indirectly covering or insuring the property covered, this coverage shall be considered primary but not exceeding the limit of liability of this Section, unless there is other similar Property of Others liability insurance in existence, in which case **your policy** shall pro-rate with the other insurance.

## **5. SECTION FOR EXTRA EXPENSE COVERAGE**

### **5.1 Cover**

**We** will pay for **loss** incurred by **you** resulting from the interruption, postponement or cancellation of a **production** as a direct and sole result of **damage** to property or a location used or to be used by **you** during a **production** and occurring during the **period of insurance** within the **geographical limits**.

**We** will also pay for mechanical or structural defect or breakdown, short circuit or other electrical injury, disturbance or failure to generators, camera, sound, lighting and grip **equipment**, including computer control systems and their components used to control this **equipment**, provided that they have been fully tested beyond the experimental stage and proven to be in sound working condition for its intended use in a **production** before being used keeping to the highest industry practice.

### **5.2 Limit of Liability and Deductible**

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

### **Basis of Loss Settlement**

1. The term, "loss" as used in this Section means the additional **production costs** necessarily incurred by **you** in completing a **production** that would not have been incurred, but for the happening of any one or more of the **events** specified under Cover, but not including any additional **production costs** arising out of any obligation or requirement of **you** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a **loss** otherwise covered under **your policy**.
2. If one or more of the **events** specified under Cover reasonably, practically and necessarily prevents the completion of **principal photography** irrespective of any completion or delivery date requirements and if agreed by **us**, **you** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.
3. Before payment of an abandonment **loss you** will surrender, assign and transfer to **us** or **our** nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production** but this shall not apply to any sequel or prequel or any attendant merchandising rights associated with the sequel or prequel.

### **5.3 Exclusions**

**We** will not cover **loss** directly or indirectly arising out of, contributed to by or resulting from:

1. other than where provided under Cover above, insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear and tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extreme changes of temperature, shrinkage, evaporation, loss of weight, rust, warping, contamination or leakage of contents;
2. other than where provided under Cover above, short circuit or other electrical injury, disturbance or failure unless fire ensues and then only **damage** caused directly by the fire;
3. **damage** to property sustained while the property is being actually worked upon and directly resulting therefrom, nor **damage** to any property undergoing construction, alteration, repair or testing unless accidental fire or explosion ensues and then only for the **damage** caused by the ensuing fire or explosion;
4. shortage of inventory or any unexplained loss or mysterious disappearance;
5. rain, sleet, snow or hail whether driven by wind or not to property stored in the open (other than while on location);
6. **damage** to any property or material the subject matter of the insurance under the **Media Section**;
7. **loss** arising from the use of animals due to any cause;
8. any direct or indirect property **loss**, or for expenditures incurred in the purchase, construction, repair or replacement of any property;
9. **Electromagnetic loss** arising out of or attributable to, directly or indirectly, electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation;
10. **Infrastructure loss** directly or indirectly arising out of, contributed to by or resulting from any actual or alleged failure, malfunction or interruption of the provision of infrastructure, financial markets infrastructure, utilities and telecommunications/internet services, including but not limited to satellite failures, gas, water or electricity

provision, security exchanges, clearing houses, telecommunications service provision or any core element of the internet (including a failure of the core DNS root servers or the IP addressing system);

11. **Natural perils loss** arising out of or attributable to, directly or indirectly, any physical cause or natural peril, such as fire, wind, water, flood, lightning, explosion, collision, subsidence, earthquake, or act of God howsoever caused;
12. **loss** arising out of or attributable to, directly or indirectly a **security failure**; or
13. **Terrorism – loss** arising out of or attributable to, directly or indirectly **terrorism**: or any action taken in controlling, preventing, suppressing or in any way related to it; regardless of any other cause or **event** contributing concurrently or in any other sequence to the **loss**.

## **6. SECTION FOR BUSINESS INTERRUPTION**

### **6.1 Cover**

If any of the following **events** occur during the **period of insurance**:

1. **damage** to property at the **premises** that is used by **you** for the purpose of **your business**;
2. **damage** to any property in the area near or surrounding **your premises**, but in no **event** more than one mile from the **premises** which prevents **you** using, entering or exiting **your premises** for the purpose of **your business**;
3. **damage** to any property at **your** suppliers' and customers' premises that are within **India**; or
4. accidental failure of **your** supply of electricity, gas, water or telecommunication services

and as a result, the **business** carried on by **you** at the **premises** is interrupted or interfered with then **we** will pay **you**;

1. the resulting reduction in **revenue** and/or **increased cost of working**; and
2. the resulting **additional cost of working**.

However,

1. **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional cost of working** if a sum insured for this is shown in **your Policy Schedule** and only in respect of the **premises** shown against that sum insured.
2. where **your** business has been interrupted or interfered with following **damage** to property at the **premises**, **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional cost of working** if:
  - (a) **we** have paid **you** (or admitted liability) for the **damage** to the property under the **Property Section** of **your policy** or would have done so but for the **deductible** under that Section of cover, or
  - (b) if **you** do not own and are not responsible for insuring the **premises** or property, **we** would have paid **you** (or admitted liability) if the **premises** or property had been insured under the **Property Coverage Section** of **your policy**.

### **6.2 Limit of Liability and Deductible**

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with **your business** at **your premises** and **we** shall only be liable to pay the amount in excess of the **deductible**.

### **6.3 Basis of Settlement**

In calculating the amount to be paid, all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents, as closely as possible, the results which would have been expected if the **insured event** had not occurred.

### **6.4 Revenue**

The amount **we** will pay **you** for reduction in **revenue** is the amount the **revenue** falls short, during the **indemnity period**, of the **standard revenue** as a result of the **insured event**.

### **6.5 Increased Cost of Working**

The amount **we** will pay **you** for **increased cost of working** is the additional amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the reduction in **revenue** which would have occurred during the

**indemnity period** as a result of the **insured event** had that money not been spent. However, **we** will not pay **you** more than the loss of **revenue** avoided by spending that additional money.

#### **6.6 Additional Cost of Working**

The amount **we** will pay **you** for **additional cost of working** is the amount of money, necessarily and reasonably spent, in order to avoid or diminish the reduction in **revenue** which would have occurred during the **indemnity period** as a result of the **insured event** had that money not been spent.

#### **6.7 Savings**

If any of the charges or expenses of the **business** cease or reduce in consequence of the **insured event** the amount of the savings during the **indemnity period** will be deducted from the amount **we** pay **you**. However, this will not apply to any payment for **additional cost of working**.

#### **6.8 Underinsurance**

If, at the beginning of the **insured event**, the sum insured shown in **your Policy Schedule** is less than the **annual revenue** (or, if the **Period of Insurance** shown in the **Policy Schedule** is more than/less than 12 months, a proportionally increased/reduced amount) the amount **we** pay **you** will be reduced in the same proportion. However, this will not apply to any payment for **additional cost of working**.

#### **6.9 Professional Accountants' Charges**

In addition, **we** will also pay **you** for reasonable professional accountants' charges for producing any particulars or details from **your** business books or any other proofs, information or evidence **we** may require under Claims Condition 3 including that the proofs, information or evidence are in accordance with **your** business books or documents.

#### **6.10 Alternative Trading**

If, during the **Period of Insurance**, the services provided by **your business** are provided from somewhere other than the **premises**, either by **you** or on **your** behalf, the money paid or payable in respect of those services provided will be taken into account in arriving at the reduction in **revenue** during the **Period of Insurance**.

#### **6.11 Reinstatement of Loss**

In the **event** of a loss covered by this Section of cover the sum insured will not be reduced by the amount of that loss provided **you**:

1. pay any appropriate additional premium **we** may require; and
2. comply with any reasonable requirements **we** may require to prevent any further loss.

#### **6.12 Exclusions**

**We** will not pay **you**:

1. for any loss resulting from **damage** caused by the deliberate act of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services other than loss resulting from any subsequent **damage** which in itself is not excluded under this Section of cover.

However, this exclusion shall not apply if the withholding by the supplier is:

- (a) for the sole purpose of safeguarding life;
  - (b) for protecting any part of the supplier's system; or
  - (c) a result of a scheme of rationing due to **damage** to the supplier's premises.
2. for any loss resulting from accidental failure of **your** supply of electricity, gas, water or telecommunication services:
    - (a) which does not involve a lack of supply for at least 24 consecutive hours; and
    - (b) which is caused by strikes, labour or trade disputes, or drought.

3. for any loss if:
  - (a) the **business** is wound up, permanently discontinued, **you** become bankrupt or the **business** is carried on by the liquidator(s);
  - (b) **your** interest ceases other than by death;
4. for any loss which could be covered under any other Section of **your policy**.

### Conditions

#### 1. Applicable Tax Clause

To the extent that **you** are accountable to the tax authorities for relevant applicable tax all terms in **your policy** shall be exclusive of that tax.

#### 2. Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded.

#### 3. Reasonable Precautions

**You** will:

- (a) maintain a backup copy of the current version at a location other than the **premises** where the **media** on which the **programs** are recorded is located; and
- (b) maintain a weekly full system backup of **data** at a location other than the respective **premises** where the **media** on which the **data** is recorded is located.

Failure to do so may result in your ability to claim under **your policy** being compromised.

### 7. SECTION FOR MONEY COVERAGE

#### 7.1 Cover – Part A – Money

**We** will pay for loss incurred by **you** resulting from:

1. **loss of money**;
2. **damage** to any cash carrying case or bag following theft of **money** or any attempted theft; and
3. **damage** any safe, strongroom or franking machine following theft of **money** or any attempted theft.

##### 7.1.1 Limit of Liability and Deductible Applying to Part A

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with a **production** or **your business** and **we** shall only be liable to pay the amount in excess of the **deductible**.

##### 7.1.2 Conditions

**You** will comply with the following:

1. keep a record of **money** and keep it in a secure place other than in the safe(s) or strongroom(s) containing the **money**;
2. outside **business hours**, the safe(s) or strongroom(s) will be locked and the keys will not be left on the **premises** or **film site** unless the **premises** or **film site** is occupied by **you** or an authorised **employee**, in which case the keys will be deposited in a secure place not in the vicinity of the safe(s) or strongroom(s);
3. maintain the following minimum standards of precaution for the safety of **money** at all times;
  - (a) vary the times of repetitive transits routes and conveyances used as much as possible; and
  - (b) all people engaged in the carrying of **money** will be able-bodied adults.

### 7.1.3 Exclusions

**We** will not cover loss directly or indirectly arising out of, contributed to by or resulting from:

1. shortages due to clerical or accounting errors;
2. loss due to the fraud or dishonesty of any of **your** directors, partners or **employees** more specifically insured by any other **policy** or policies except for any excess beyond the amount payable under the other **policy** or policies;
3. loss of **money** from vending machines, gaming machines or automated money operated machinery;
4. loss resulting directly or indirectly from forgery, fraudulent, alteration or substitution or fraudulent use of a computer or electronic transfer;
5. loss arising from depreciation in value or due to dishonoured cheques;
6. loss suffered as the result of a **business** transaction; or
7. **money** left in unattended vehicles.

### 7.2 Cover – Part B – Personal Accident (Assault)

**We** will pay **you** the amount of the benefit specified in **your Policy Schedule** for the **contingencies** happening to **your** directors, partners or **employees** as a result of theft of **money** or attempt threat arising in the course of the **business** occurring during the **period of insurance**.

#### 7.2.1 Limit of Liability and Deductible Applying to Part B

The limit of liability is stated against each item in **your Policy Schedule** for any one **event** in connection with a **production** or **your business** and **we** shall only be liable to pay the amount in excess of the **deductible**.

#### 7.2.2 Conditions

1. The insurance applies only to people between the ages of 16 and 70 years;
2. Benefit cannot be paid under more than one of the **contingencies** 1 to 3 and 5 in connection with the same injury;
3. Payment of a claim under one of the **contingencies** 1 to 3 and 5 will end the cover granted in so far as it applies to the insured person concerned;
4. The benefit under contingency 4 shall not be payable for more than 104 weeks for any one injury calculated from the date of commencement of disablement;
5. If and when the benefit becomes payable under any of **contingencies** 1 to 3 or 5, weekly benefit being paid in connection with the same injury will cease and any weekly benefit already paid under contingency 4 will be deducted from the benefit payable under **contingencies** 1 to 3 or 5;
6. All certificates, information and evidence required by **us** shall be furnished at **your** expense and shall be in the form as **we** may prescribe. An insured person as often as required shall submit a medical examination on behalf of **us** at their own expense for any alleged bodily injury. If an insured person dies, **we** will be entitled to have a post-mortem examination at our own expense.

## 8. SECTION FOR EMPLOYEES COMPENSATION COVERAGE

### 8.1 Cover

**We** will pay for the Injury by accident sustained by any **Employee** or **Employees** of the **Insured** arising out of and in the course of his employment in the **Business** at any time during the **Period of Insurance**, for which the **Insured** is liable to pay compensation under any Law(s) specified in the **Policy Schedule**, up to the Limit of Indemnity against all sums for which the Insured shall be so liable, including **costs and expenses** for defending any such claim incurred with the **Company's** consent, subject to the terms exceptions and conditions contained herein or endorsed hereon.

PROVIDED ALWAYS that in the **event** of any change in the Law(s) or the substitution of other legislation therefore, this section of the **Policy** shall remain in force but the liability of the **Company** shall be limited to such sum as the **Company** would have been liable to pay if the Law(s) had remained unaltered.

**Insured** means the person or organization specified in the **Policy Schedule** but does not include their Contractors or Sub Contractors.

**Occupational Disease** means any **Occupational Disease** or illness including but not limited to the diseases listed under the **Employees' Compensation Act, 1923** contracted by an **Employee** due to employment in the **Business**.

**Wages** means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an **Employee** towards any pension or provident fund or a sum paid to an **Employee** to cover any special expenses entailed on him by the nature of his employment.

### **8.2 Limit of Indemnity**

Limit of Indemnity means the maximum amount of indemnity as specified in the **Policy Schedule** that will be provided under this section of the **Policy** by the **Company** in respect of:

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the **Period of Insurance**.

### **8.3 Exclusions**

This section of the **Policy** shall not cover liability of the **Insured**:

- a) Accident occurring at any other place than the Place or Places of Employment specified in the **Policy Schedule**, unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.
- b) For **Occupational Diseases** contracted by an **Employee**
- c) For interest and/or penalty imposed on the **Insured** under any law or otherwise.
- d) Under any **Law** for medical expenses in connection with treatment of any **Injury** sustained by an **Employee**
- e) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Policy Schedule**
- f) For **Injury** sustained by person whilst in the employ of the **Insured** otherwise than in the **Business** and/or who has is not declared for insurance under this **Policy**.
- g) Assumed by agreement which would not have attached in the absence of such agreement
- h) For any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
- i) For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs
- j) For any incapacity or death of an **Employee** resulting from his/her deliberate self-Injury or the deliberate aggravation of an accidental **Injury**.

### **8.4 Conditions**

1. **Written Communication:** Every notice or communication to be given or made under this section of the **Policy** shall be delivered in writing to the **Company**
2. **Safeguards:** The **Insured** shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the **Business**.
3. **Company's Rights After Loss:** No admission offer promise or payment shall be made by or on behalf of the **Insured** without the consent of the **Company** which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Company** may require.
4. **Declaration of Employees and Wages:** It is clearly agreed and understood that the **Insured** shall be bound at all times to declare all **Employees** and **Wages** payable in respect of such **Employees** on the basis of which the Premium for this section of **Policy** is calculated.

In case of increase in **Employees** or **Wages** subsequent to insurance, **Insured** shall keep the **Company** intimated and obtain Endorsement by payment of necessary additional premium.

The **Insured** shall as and when require by the **Company** permit inspection of its records to verify the **Wages** and **Employees** and shall also provide duly authenticated copies thereof if so required the **Company**

5. **Average:** Notwithstanding anything contained hereinabove,
- i. (a) If the number of **Employees** (whether on duty or otherwise) employed by the **Insured** on the date of accident is higher than the number covered under this section of the **Policy** the **Company** shall indemnify **Insured's** liability arising out of such accident, only in such proportion that the number of **Employees** covered bears to the **Employees** found employed on the date of accident

(b) If the amount of **Wages** declared for this insurance for all **Employees** is less than the actual **Wages** paid until date of accident, the **Company** shall be liable to indemnify on any claim only in proportion that the **Wages** declared bears to the **Wages** paid. For the purpose of this clause, the **Wages** declared shall be calculated proportionately for the period from commencement of **Policy** until date of accident for comparison with the actual **Wages** paid during such period to determine applicability of this clause.

(c) If the liability of the **Insured** for any claim by an **Employee** is determined on the basis of **Wages** higher than covered under this section of the **Policy**, the **Company** shall be liable to indemnify only in proportion that the **Wages** covered under the under this section of the **Policy** for the **Employee/ Employees** bears to the **Wages** on the basis of which **Insured** is held liable. For the purpose of this clause, the **Wages** covered in respect of any **Employee** shall be deemed to be the average wage per **Employee** in the category under which the **Employee** falls as specified in the **Policy Schedule**, unless actual **Wages** paid at the time of accident is substantiated by submission of documentary evidence to the **Company**.

  - ii. If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the **Company** is least shall be applied.
6. **Maintenance of record of Employees/Wages:** The **Insured** undertakes to maintain an accurate record of the **Employees** and **Wages** in respect of the **Business** throughout the **Period of Insurance**, in compliance with all statutory requirements or otherwise, and allow the **Company** to inspect such records during or upon expiry of this **Policy**.
7. **Cancellation:** The **Company** or the **Insured** may cancel this cove of the **Policy** by sending at least 15 days written notice to the other party at his last known address and in such **event** the premium shall be adjusted in accordance with Condition 4 above.
8. **Forfeiture:** If the **Insured** shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the **Policy** shall become void and all claims will stand forfeited.

#### **8.5 Claims procedure for this section**

**i) Notice of Claim/Loss:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us

If any insured workmen under the **policy** sustains any accidental injury or death in course of his employment at the insured premises You or the Policyholder must

- a. Notify the claim us as soon as possible to us at [general.claims@tataaig.com](mailto:general.claims@tataaig.com) or 24-hour Toll Free Call Centre on 1-800-2667780 or 022-66939500 (tollled), but not later than 2 days from the occurrence of injury or death of insured workmen
- b. Notify the WC commissioner.

**ii. Claim Forms:** We, upon receipt of a notice of claim, will furnish You with such forms as We may require for filing proofs of loss.

**iii. Time for filing Claim forms and evidence:** Completed claim forms and written evidence of loss with supporting documents as per Annexure A must be furnished to Us within 15 days of recovery/ discharge of the employee from hospital. In case of death of accidental death of employees in your premises in course of employment the document must be submitted within 30 days of death. We will not be liable for any award and/or penalty/interest imposed by WC Commissioner due to noncompliance of any of provision as per WC/EC Act or delay in submission of document by you after the time stipulated above.



**iv. Time of payment of Claim:** We shall make the payment of claim that has been admitted as payable by Us under the **Policy** terms and conditions within 30 days of submission of all necessary documents/information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, Workmen's Compensation/Employees Compensation Act including IRDA (Protection of Policyholders Interests) Regulation, 2017.

Commencement of risk cover under the **policy** is subject to receipt of premium by us.

## **9. SECTION FOR GENERAL COMMERCIAL LIABILITY COVERAGE**

### **9.1 Limit of Indemnity**

The limit of indemnity for any one **event** is stated in **your Policy Schedule**.

### **9.2 Cover**

#### **9.2.1 Public Liability**

We will pay **you** for **your** legal liability for **damages** and costs awarded against **you** arising from any claim made against **you** which arises from:

1. **injury** to any person;
2. **damage** to material property including resultant loss of use of such property;
3. wrongful arrest, imprisonment or eviction of any person; or
4. trespass, nuisance or any interference with right of way by foot, air or water happening during the **period of insurance** and in connection with **your business**.

We will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the limit of indemnity then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.

We will pay **your** solicitor's fees that as mentioned in **Policy Schedule** for:

1. **your** defence for any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
2. **your** representation at a court of inquiry or fatal accident inquiry provided that the breach, **injury** or death may result in a claim against **you**.

We will not pay **you** under this Section if **your** liability arises in any way from a **product**.

The most **we** will pay for any **damages** and costs awarded against **you** including all **costs and expenses** arising from any one **event** is the limit of indemnity shown in **your Policy Schedule**.

We will not pay the **deductible** for any legal liability arising from **damage** to material property. This must be paid by **you**. The **deductible** applies to **your** legal liability for **damages** and **costs and expenses** in respect of any one **event**.

#### **9.2.2 Products Liability**

We will pay **you** for **your** legal liability for **damages** and costs awarded against **you** arising from any claim made against **you** which arises from:

1. **injury** to any person; or
2. **damage** to material property including resultant loss of use of such property

happening during the **period of insurance** and within the **geographical limits** caused by the nature or condition of any **product** initially sold or supplied by **you**.

In addition:

1. **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the limit of indemnity then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced;
2. **we** will pay **your** solicitor's fees that as mentioned in **Policy Schedule** for:

- (a) **your** defence for any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
- (b) **your** representation at a court of inquiry or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

The most **we** will pay for any **damages** and costs awarded against **you** including all **costs and expenses** arising from any one **event** and in the **aggregate** is the limit of indemnity shown in **your Policy Schedule**.

### 9.3 Compensation for Court Attendance

If at **our** request:

1. any of **your** directors or partners; or
2. any **employee**

attends a court as a witness in connection with a claim, **we** will pay you the following amounts:

1. for any director or partner - as specified in **Policy Schedule**
2. for any **employee** - as specified in **Policy Schedule**

for each day on which attendance is required.

### 9.4 Exclusions

#### 1. Other Insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance, **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

#### 2. Employees Compensation

**We** will not pay **you** where **your** legal liability arises in any way from:

- (a) **injury** to any **employee** that results from their employment by **you**; or
- (b) a breach of any obligation **you** owe as an employer to any **employee** or prospective **employee**.

#### 3. Property Damage

**We** will not pay **you** where **your** legal liability arises in any way from **damage** to:

- (a) property that belongs to **you**;
- (b) property or that part of any property on which **you** or anyone acting on **your** behalf are or have been working where the **damage** is a direct result of the work:
- (c) property that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than:
  - (i) the personal property of **your** directors, partners, visitors or **employees**; or
  - (ii) premises (including fixtures, fittings and contents) that are not owned, hired or rented by **you** but are temporarily occupied by **you** for the purpose of **your business**; or
- (d) gardens or plant life.

#### 4. Motor Vehicles

**We** will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion will not apply:

- (a) when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation);
- (b) to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle; or
- (c) if the vehicle does not belong to **you** and is moved because it is interfering with the performance of **your business** (unless it is more specifically insured by another insurance **policy** when this exclusion will apply).

**5. Professional services**

**We** will not pay **you** where **your** legal liability arises in any way from:

- (a) advice;
- (b) design; and/or
- (c) specification given or supplied for a fee or where a fee would normally be charged.

**6. Pollution**

**We** will not pay **you** where **your** legal liability arises in any way from:

- (a) **pollution**, and/or
- (b) the cost of removing, treating or cleaning up the **pollution or contamination**.

However, **we** will pay **you** if the **pollution or contamination** occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- (a) the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident;
- (b) the incident takes place in its entirety at a specific time and place during the **period of insurance** shown in **your Policy Schedule**;
- (c) all **pollution or contamination** arising from the incident shall be regarded as having taken place at the time of the incident; and
- (d) all **pollution** arising from the incident shall be regarded as one incident irrespective of the number of periods of insurance over which the **pollution or contamination** occurs.

The most **we** will pay for **damages** arising out of all **pollution or contamination** regarded as having occurred during any one **period of insurance** shown in **your Policy Schedule** shall not exceed the limit of indemnity.

**7. Asbestos**

**We** will not pay **you** where **your** legal liability arises in any way from the:

- (a) manufacture;
- (b) mining;
- (c) processing;
- (d) distribution;
- (e) testing;
- (f) remediation;
- (g) removal;
- (h) storage;
- (i) disposal;
- (j) sale;
- (k) use of; or
- (l) exposure to asbestos or materials or products containing asbestos.

**8. Joint Ventures**

If **you** are part of a joint venture or consortium, **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions. **We** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

**9. Products**

**We** will not pay **you** for the cost, repair, alteration, removal, recall or replacement of a **product** or for the cost of its reduction in contract value.

**10. Contractual Liability**

**We** will not pay **you** under the **General Commercial Liability Section** of cover for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply for **damages** for **injury** or **damage**:

- (a) if **we** are given the management and control of the claim;
- (b) assumed by you for a specific production which necessitates signing up to standard:
  - (i) studio hiring terms and conditions;
  - (ii) contract terms applying to the hire of property under the **Property Section** of **your policy**; or
  - (iii) where the liability arises out of a condition of warranty of goods implied by law.

**11. Crafts and Vessels**

**We** will not pay you for **your** liability arising from the ownership, possession, used by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, vessel or craft (other than non-powered water craft) made or intended to float on, in or travel through water, air or space. However, **we** will pay **you** for **your** liability arising from any waterborne vessel or craft not exceeding 50 feet in length, other than power boats used for racing.

**12. Loss of Information**

**We** will not pay **you** for **your** liability for loss of information or the provision of wrong information in or from computer programmes, tapes, **data** or recording **equipment** unless as a direct consequence of **damage** to tangible property.

**13. Financial Loss**

**We** will not pay **you** for **your** liability for **financial loss**.

**14. Healthcare**

**We** will not pay **you** for **your** liability for **injury** arising from an act or omission in the provision of or failure to provide **health care**. However, this will not apply for **your** legal liability directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to abuse.

**15. Watching a Production**

**We** will not pay **you** for **your** liability for **injury** sustained by any person as a result of watching a **production** or in any way related to the subject matter of a **production**.

## 10. GENERAL CONDITIONS

These are the conditions that apply to **your policy** as a whole. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** insurance may not be valid.

### 1. Access to Records and Examination under Oath

**We** or **our** authorised representatives shall have access to all of **your** accounts, contracts, invoices and records relating to a **production** at all times during the terms of **your policy** or while a claim is pending at a reasonable time and place as may be designated by **us** or our representatives.

**You**, as often as may be reasonably required, shall submit and so far as within your power cause all other people interested in the **production** and their employees to submit to examination under oath by **us** or **our** representatives.

No examination under oath or examination of books or documents, nor any other act by **us** or **our** representative in connection with the investigation of any claim shall be deemed to waiver of any defence which **we** might otherwise have with respect to any claim, but all examinations and acts shall be deemed to have been made or done without prejudice to **our** liability.

### 2. Cancellation

#### Cancellation by Insured

This **policy**, may be cancelled by the **Insured**, as the case may be, at any time only by mailing written prior notice to the **Insurer**. The **policy** will terminate from the date of receipt of your notice. In such case, if no **Claim** has been made and no circumstance has been notified prior to such cancellation; **Insurer** shall retain the customary short rate (**Premium for the duration Insurer was on risk as per following table and balance will be refunded to the Insured**). Otherwise, Premium shall not be returnable and shall be deemed fully earned at cancellation.

Period (Not exceeding)	Rate
1 month	25% of the Annual rate
2 months	35% of the Annual rate
3 months	50% of the Annual rate
4 months	60% of the Annual rate
6 months	75% of the Annual rate
8 months	80% of the Annual rate
Exceeding 8 months	Full Annual Premium

#### Cancellation by Insurer

This **policy** may be cancelled by the **Insurer** at any time on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation by the **Insured** or anyone acting on behalf of Policyholder/Insured by sending an endorsement/notice to Your address set forth in the **Policy Schedule** of this **policy** by registered or certified post, declared email ID or any other recognized delivery method. In the **event** of termination of this **policy** on the grounds of misrepresentation, fraud, non-disclosure of material facts, the **policy** shall stand cancelled ab-initio and there will no refund of premium. We shall send an endorsement effecting cancellation of the **policy**. In the **event** the **policy** is terminated on the grounds of non-cooperation by **Insured**, upon 15 days' notice, then the premium shall be retained in accordance with our short rate table for the period the **policy** has been in force, provided no **Claim** has occurred up to the date of termination. In the **event** a **Claim** has occurred in which case there shall be no refund of premium.

### 3. Contract Terms Warranty

All of the coverages afforded under **your policy** are subject to the provision that where practicable all contract terms for performance, services, use of facilities, property, **equipment** and supplies are sufficiently longer than **your** original **Policy Schedule** time for completion of a **production** so as to allow reasonable margin of time to cover possible delay in completing a **production**.

Further, **you** must demonstrate that all material arrangements for the **productions** have been made, including but not limited to, having obtained any required licence or permit.

#### **4. Currency**

As per **Policy Schedule** all premiums, limits of liability, retentions, loss and other amounts under **your policy** are expressed and payable in Indian National Rupee. If judgment is rendered, settlement is dominated or any other elements of loss under **your policy** is stated in any other currency payment will be made at the spot exchange rate published by the Reserve Bank of India on the date the final judgment is rendered the amount of settlement is agreed upon or any other element of loss is due to respectively.

#### **5. Declaration**

**You** agree to declare to **us** the details of the **production** as well as any material increase in the risk and hazards affecting a **production** including but not limited to an increase of the budget or of the number of episodes of a television series.

#### **6. Arbitration**

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.

#### **7. Due Diligence**

**You** 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 under **your policy**.

#### **8. Financial Interest Coverage**

(a) **Your policy** will not provide coverage for loss:

- (i) sustained by any **insured**; or
- (ii) to any property

located in **foreign jurisdiction** to the extent that providing the coverage would violate the laws or regulations of the **foreign jurisdiction**.

(b) In the **event** of loss as described in (a)(i) above for which **your policy** would otherwise have provided coverage, **we** will reimburse an insured located in India for its loss on account of its **financial interest** in the insured location in the **foreign jurisdiction**.

(c) In the **event** of loss as described in (a)(ii) above for which **your policy** would otherwise have provided coverage, **we** will reimburse an insured located in India for its loss on account of its **financial interest** in another insured which has an insurable interest in the property.

#### **9. Increased Hazards**

**You** will immediately notify **us** of any activities, conditions or hazards which to the best of **your** knowledge may materially increase **your** exposure to risks otherwise insured under any Section of **your policy**.

#### **10. Inspection**

At any time during the **period of insurance** or while a claim is pending, **you** will make available to **us** or **our** authorised representatives for inspection, audit or copying all **your** books, papers, files, accounts, contracts, invoices and records (including those of any of **your** agents or brokers) relating to a **production**, at a reasonable time and place as may be designated by **us** or **our** representatives.

#### **11. Multiple Named Insureds**

If more than one **insured** is named in **your policy**, the **insured** that is stated first in **your Policy Schedule** shall act for every **insured** for all purposes of **your policy**. Knowledge possessed or discovery made by any **insured** shall constitute knowledge possessed or discovery made by every **insured**.

## **12. No Benefit to Carrier or Bailee**

No person or organisation having custody of insured property will benefit from this insurance other than **you**.

## **13. Pair Set or Parts**

If there is **damage** to:

- (a) any article or articles which are a part of a pair or set, the measure of **damage** to the 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 article and the **damage** shall not necessarily be construed to mean total loss of the pair or set; and
- (b) any part of property covered consisting when completed for use of several parts **we** shall only be liable for the value of the part lost or **damaged**.

## **14. Policy Interpretation**

**Your policy** will be construed and interpreted in accordance with the laws of India and the parties will submit to the exclusive jurisdiction of the courts of India.

## **15. Premium Adjustment**

Where in **your Policy Schedule** any Section of **your policy** is shown to be subject to a premium adjustment **you** shall as soon as practicable after the expiry of the **period of insurance** send to **us** any information, **we** may require such as the actual **production costs**, wage roll or turnover. **We** will then adjust the premium subject to premium specified on **your Policy Schedule**. If the actual premium based on **your** declared figures is more than the premium **you** have paid to **us**, **you** will pay the additional premium to **us**. If the premium is less than the premium **you** have paid to **us** and subject to no claims being paid by **us** under **your policy** and there not being a known potential claim or accident, incident or circumstance likely to give rise to a claim under **your policy**, **we** will return the difference in premium subject to **our** approval based on adequate proofs submitted by **you**.

## **16. Property of Others**

For **damaged** property which is not **yours**, **we** may adjust losses with the owners of the lost or **damaged** property. If **we** pay the owners, the payments will satisfy **your** claims against **us** for the owners' property. **We** will not pay the owners more than their **financial interest** in the insured property. At **our** own expense and within the applicable limits of liability may also elect to defend **you** against suits arising from claims of owners of property.

## **17. Stop Date Loss**

If as a result of delay in completing the original shooting **Policy Schedule** of a **production you** have to honour the termination date contained in a performance contract, the loss (referred to as a stop date loss) is not covered except to the extent that it is directly related to a loss insured under **your policy** as further defined below:

**Our** participation in a stop date loss will be governed by consideration of the following:

- (a) if the need to incur the stop date loss is solely and directly the result of an insured loss the stop date loss will be recoverable in full;
- (b) if the need to incur the stop date loss arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonably be said that each contributed to the stop date loss then the extent that each contributed shall be determined and an apportionment of the stop date loss shall be made;
- (c) if the need to incur the stop date loss is in no way connected with an insured loss no part of the stop date loss will be recoverable; and
- (d) all coverages afforded by **your policy** under the **Cast Section**, the **Media Section** and the **Extra Expense Section** are subject to the provision that the contract term is sufficiently longer than **your** original **Policy Scheduled** time for completing **principal photography** so as to allow a reasonable margin of safety (being not less than seven days) to cover possible delay in completing **principal photography**.

## **18. Subrogation**

If in the **event** of loss, destruction, **damage**, expense or liability **you** shall acquire any rights of action against any individual, firm or corporation, for loss, **damage**, expense or liability covered, **you** will if requested by **us** assign and transfer such claim or right of action to **us** or at **our** option execute and deliver to **us** the customary form of loan receipt upon receiving an advance of funds for such loss, **damage**, expense or liability and will subrogate **us** to or will hold in trust for **us** all such rights of action to the extent of the amount paid or advanced and will permit suit to be brought in **your** name under the direction of **us** and at **our** expense.

## **19. Reasonable Care**

Without exception, You and Your employees must take all reasonable steps to prevent incurring any loss, **damage** or liability.

## **20. Renewal**

This **Policy** will automatically terminate at the end of the **Period of Insurance** specified in the **Policy Schedule**. The **Policy** may be renewed by mutual consent and in such **event** the applicable premium should be paid to **Us** on or before the date of expiry of the **Policy**.

## **21. Notices & Communications**

Any notice or communication in relation to this **Policy** will be in writing and if it is to:

- i) **You**, then it will be sent to **You** at **Your** contact details specified in the **Policy Schedule**.
- ii) **Us**, it will be delivered to **Our** contact details specified in the **Policy Schedule**. No insurance agents, insurance intermediaries or other person or entity is authorized to receive any notice or communication on **Our** behalf.

## **22. Mis-representation/Non-disclosure**

This **Policy** shall be void in the **event** of any mis-representation or non-disclosure in the Proposal and **you** are deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this **Policy**.

## **23. Due Observance**

The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** so far as they relate to anything to be done or not to be done by **you** shall be condition precedent to any liability of the **Company** to make any payment under this **Policy**.

## **24. Contribution**

If at the time of any loss or **damage**, there is some other insurance of any nature whatsoever covering the same liability, whether effected by **You** or not, **we** shall not be liable to pay or contribute more than **our** rateable proportion of such loss or **damage**. In case of Multiple policies involving Bank or other lending or financing entity - In case there is more than one insurance **policy** issued to **you** covering the same risk, we shall not apply contribution clause and shall pay its rateable proportion of such loss or **damage**.

## **25. Extending the Period of Insurance**

In the **event** that the **Production** has not been completed by the end of the **period of insurance**, the insurance afforded by this **policy** shall, upon prior notification and acceptance by the **Company**, be extended until completion of **Principal Photography**, subject to the payment of additional premium.

## **26. Period of Insurance**

Coverage under this **policy** starts on the effective date shown in your **Policy Schedule** and shall continue until the expiration of the **period of insurance**, unless agreed otherwise by us.

## **11. CLAIMS CONDITIONS**

There are conditions contained below which must be complied with or met for **us** to provide cover under **your policy**.



### 11.1 Our Rights: Investigation, Defence and Settlements

We are entitled (but not obliged), at **our** discretion, to:

1. take over and conduct (including in **your** name) the investigation, defence (including appeals) or settlement of any claim;
2. deduct from any claim an amount equal to any additional future tax relief which may be available to **you** (in respect of which **you** agree to provide all relevant information to verify the available tax relief); and/or
3. prosecute for **our** own benefit any claim for indemnity, **damages** or otherwise.

At **our** discretion, **we** may at any time pay:

1. the applicable limit of indemnity (after deduction of any sums already paid); or
2. any amount for which any claim can be settled;

in either case after deduction of an amount equal to any additional future tax relief which may be available to **you**.

At **our** discretion, **we** may adjust and coordinate any claim, proceedings or other loss circumstance with **you**. However, **you** are ultimately responsible for the proper apportionment of any payment made under this insurance.

### 11.2 Your Duties in the Event of a Claim

In the **event** of any circumstance arising that may result in a claim under **your policy**, written notice containing:

1. details sufficient to identify **you**;
2. all available information concerning the circumstance, including how, when and where it happened; and
3. all available names and addresses of any party who has suffered injury, loss or **damage** and of all available witnesses;

shall be given to **us** as soon as practicable after the circumstance becomes known to **you**, but not later than ninety (90) days.

**You** shall give **us** or your broker written notice of any claim or proceedings as soon as practicable after such claim or proceedings come to **your** knowledge and shall, as soon as practicable, send to **us** or your broker every pre-action letter, demand, notice, summons, claim form or other process **you** have received.

**You** shall not admit liability for, or negotiate the settlement of, any claim without **our** written consent.

**You** co-operate with and provide all required assistance to **us** and, at **our** request and in accordance with **our** instructions, shall:

1. assist in negotiating or concluding settlements;
2. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to **you** because of injury or **damage** with respect to which insurance is afforded;
3. to the extent that **we** have not already deducted an amount equal to additional future tax relief, take all reasonable steps to claim and account to **us** for the appropriate share of any such tax relief to which **you** are entitled; and
4. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

### 11.3 Business Interruption

**You** must, at **your** expense:

1. give **us** in writing the details of **your** request for payment within one month (or within any other further time that **we** agree to) of the expiry of the **Period of Insurance**; and
2. give **us your** books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **we** request together with (if **we** ask) a statutory declaration of the truth of the claim and anything connected with it.

If **you** fail to do this **your** claim under the **Business Interruption Section**, may not be covered or the amount **we** pay **you** may be reduced.

## **12. GENERAL EXCLUSIONS**

We will not pay you:

### **1. Breach of Fidelity Exclusion**

for loss or **damage** caused by or resulting from any fraudulent, dishonest or criminal act committed alone or in collusion with others by:

- (a) any **employee**, officer, director, partner, trustee or any other of **your** authorised representatives whether or not such act be committed during regular **business hours**; or
- (b) others to whom the property covered may be entrusted (carriers for hire excepted).

### **2. Cancellation of Event**

for loss **you** sustain as a result of an **event** or sporting game being interrupted, postponed or cancelled unless agreed in writing by **us**.

### **3. Cyber Incident**

for loss which is directly or indirectly caused by or contributed to or resulting from a **cyber incident**, regardless of any other cause or **event**, including those by a third party, contributing concurrently or in any other sequence to the claim.

If any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

### **4. Intentional Acts**

for **your** intentional acts or acts at the direction of **you**.

### **5. Lack of Financial Support**

for any loss (as defined under any Section) or legal liability directly or indirectly arising from lack of financial support of any kind.

### **6. Liability Coverages – Terrorism**

under the:

- (a) **Employees Compensation Section;**
- (b) **General Commercial Liability Section**

for legal liability, loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused, occasioned by or arising from an **act of terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

In any action, suit or other proceedings where **we** allege that by reason of the term **act of terrorism** any legal liability, loss, **damage**, cost or expense of whatsoever nature is not covered by **your policy** the burden of proving that such legal liability, loss, **damage**, cost or expense is covered shall be upon **you**.

If any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

### **7. Mould**

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) mould meaning any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or **damage**; or

- (b) any actual, alleged or threat of contact with, exposure to, inhalation of, absorption of, discharge of, dispersal of, seepage of, migration of, release of, escape of, presence of or growth of mould.

#### **8. Property Coverages and Cast Coverage Terrorism**

under the **Cast Section, Media Section, Extra Expense Section, Property Section, Property of Others Section, Business Interruption Section** and **Money Section** for loss, destruction, **damage**, cost or expense directly or indirectly caused or occasioned by, happening through or in consequence of an **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to an **act of terrorism**.

In any action suit or other proceedings where **we** allege that by reason of the term **act of terrorism** any loss, destruction, **damage**, cost or expense is not covered by **your policy** the burden of proving that such loss, destruction, **damage**, cost or expense is covered shall be upon **you**.

If any part of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.

#### **9. Punitive and other Non-Compensatory Damages**

for:

- (a) exemplary **damages**;
- (b) punitive **damages**;
- (c) aggravated **damages**;
- (d) liquidated **damages** or **damages** by way of penalty or fine; or
- (e) **damages** resulting from the multiplication of compensatory **damages** or any payment similar in nature to any of (a) (b) (c) or (d) above.

#### **10. Radioactive Contaminations and Sonic Bangs**

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (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 explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) nuclear reaction, nuclear radiation, or radioactive contamination;
- (d) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or **event** contributing concurrently or in any other sequence thereto; or
- (e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### **11. Sanctioned Territories**

to provide any benefit under **your policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose **us** to any trade or economic sanctions, laws or regulations of India.

#### **12. Uninsured Event**

to the extent that 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 under the terms of **your policy** then the portion of any such loss so contributed to by the uninsured **event** shall not be a loss recoverable.

#### **13. War and Confiscation**

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, riot, mutiny or usurped power.
- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation commandeering or requisition by any lawfully constituted authority.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 14. Communicable Disease Exclusion

under all Sections of **your policy** apart from the General Commercial Liability Section and where expressly provided for the Cast Section and Employees Compensation Section, for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** directly or indirectly arising out of, contributed to by or resulting from:

- a **communicable disease**;
- any fear or threat of a **communicable disease** regardless of whether this is actual or perceived;
- any action taken to minimise or prevent a **communicable disease**.

#### 13. GENERAL DEFINITIONS

Words when appearing in **bold** type, other than in headings or titles of paragraphs (which headings and titles of paragraphs are included for ease of reference only and do not lend any meaning to this contract), for the purpose of this **Policy**, a specific meaning which can be read in the General Definitions section and shall have the same meaning wherever they appear in the **Policy**, including the **Policy Schedule**, or any subsequent endorsements. Where the context permits, references to any statutory enactment includes subsequent changes to the same and references to the singular shall include references to the plural, references to the male gender shall also include references to the female gender, and vice versa in both cases.

References to **General Extensions, General Exclusions, General Conditions, Claims Conditions** and **General Definitions** relate to the respective Sections of **your policy**. Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

<b>Act of Terrorism</b>	The term " <b>act of terrorism</b> " means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), 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.
<b>Action Motor Vehicles</b>	The term " <b>action motor vehicles</b> " means cars, motorcycles or other motorised conveyance to be used or being used in front of camera as part of a <b>production</b> and production vehicles as declared to and agreed by <b>us</b> but excluding stunt vehicles.
<b>Actual Cash Value</b>	The term " <b>actual cash value</b> " means the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
<b>Additional Cost of Working</b>	The term " <b>additional cost of working</b> " means additional costs. This includes, but is not limited to: (a) the cost of moving to and from temporary premises and the additional rent, rates and taxes (b) the cost of equipping temporary premises and the resulting additional rent, rates and taxes (c) the additional cost of lighting, heating and water (d) the cost of additional staff and overtime and allowances to existing staff
<b>Administration of Medicines</b>	The term " <b>administration of medicines</b> " means the care, storage and administration only of pre packaged doses of drugs or medicines by <b>your</b> employed nurse in accordance with the instructions of the health care professional responsible for prescribing the drug or medicine but this shall not include the administration of injections other than for <b>first aid</b> .
<b>Aggregate</b>	The term " <b>aggregate</b> " and " <b>aggregated</b> " means the total amount <b>we</b> will pay in the <b>period of insurance</b> .
<b>Annual Revenue</b>	The term " <b>annual revenue</b> " means the <b>revenue</b> during the 12 months immediately before the <b>start of the insured event</b> .

<b>Bereavement</b>	The word " <b>bereavement</b> " means emotional distress suffered by any <b>insured person</b> as a consequence of the death of, or unexpected life-threatening illness of or life-threatening accident of their <b>immediate family member</b> occurring after the date that <b>we</b> have accepted the <b>insured person</b> for cover.
<b>Business</b>	The term " <b>business</b> " means <b>your</b> business activities and/or relating to a <b>production</b> carried out by <b>you</b> within the <b>geographical limits</b> and shall include: (a) the ownership and/or occupancy of premises by <b>you</b> ; (b) the provision and management by <b>you</b> of catering sports, social welfare and educational organisations, fire, <b>first aid</b> , medical, dental, ambulance and security services. For the purposes of the Property Section Cover 4. <b>computer and telecommunication equipment</b> , the Business Interruption Section and the Money Section, the word " <b>business</b> " means the business activities carried out by <b>you</b> at the <b>premises</b> .
<b>Business Hours</b>	The term " <b>business hours</b> " means the period during which <b>your</b> directors, partners or <b>employees</b> entrusted with <b>money</b> for the purpose of the <b>business</b> .
<b>Compensation</b>	The term " <b>compensation</b> " means compensatory <b>damages</b> imposed by law including interest which may be awarded on such <b>damages</b> .
<b>Computer and telecommunication</b>	The term " <b>computer and telecommunication equipment</b> " means computers, telecommunication <b>equipment</b> , mobile/cellular telephones, laptops, notebooks, tablets, pagers and other similar hand-held communication devices.
<b>Computer System</b>	The term " <b>computer system</b> " means any <b>computer and telecommunication equipment</b> , hardware, software, application, process, code, programme, information technology and communications system or electronic device owned or operated by <b>you</b> or any other party, including any similar system or any configuration or networking of the aforementioned. This includes any associated input, output or <b>data</b> storage device, networking <b>equipment</b> or back up facility.
	For the Section for Media Coverage; and Extra Expenses, The term " <b>computer system</b> " means any information and/or communication technology system, device or <b>equipment</b> including any hardware, software or firmware and <b>data</b> stored thereon, but not including telephone systems (whether digital, analogue, IP (internet protocol) enabled or any other type of telephone system), which are either owned by or leased on normal commercial terms to, and under the direct operational control of: a. <b>you</b> ; and/or a business (not owned, operated or controlled by <b>you</b> ) that <b>you</b> hire for a fee under a contract solely for the provision of IT services on <b>your</b> behalf in the course of business activities (including but not limited to the processing, hosting and storage of <b>Data</b> )
<b>Communicable Disease</b>	The term " <b>communicable disease</b> " means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means, either directly or indirectly.
<b>Contingencies</b>	The term " <b>contingencies</b> " means bodily injury caused by violent, accidental, external and visible means resulting directly, solely and independently of other causes in 1. Death; 2. Permanent loss of all sight in one or both eyes; 3. Loss of one or more limbs; 4. Temporary total disablement from engaging in or giving attention to an insured persons profession or occupation commencing within 12 calendar months of bodily injury; or 5. Permanent and total disablement (other than by <b>loss of limbs</b> or sight) which on the expiration of 104 weeks from the date of the bodily injury shall permanently and totally disable an insured person from following or engaging in or giving attention to any kind of profession or occupation. Noted 1. 2. and 3. occurring within twenty-four months of bodily injury.
<b>Costs and Expenses</b>	The term " <b>costs and expenses</b> " 1. legal costs and expenses incurred

	<p>2. by <b>us</b>, or</p> <p>3. by <b>you</b> (provided we have agreed with <b>you</b> in writing that <b>you</b> may incur these <b>costs and expenses</b>)</p> <p>but does not include:</p> <p>1. <b>damages</b> and costs awarded against <b>you</b>; or</p> <p>2. any kind of payment for work or service due to <b>you</b>.</p>
<b>Cyber Incident</b>	<p>The term “<b>cyber incident</b>” means any incident or series of incidents, regardless of time and place, and/or the threat or hoax thereof, involving the use or operation of any <b>computer system</b> or the access to, processing, transmission, storage or use of any <b>data</b> (including any reduction in or loss of ability to perform these functions, or any error or omission or accident in respect of any <b>computer system</b> or <b>data</b>), including an act or series of acts of an unauthorised, malicious or criminal nature.</p>
<b>Damage or Damaged</b>	<p>The term “<b>damage</b>” or “<b>damaged</b>” means physical loss of or destruction of or damage from any external cause except as excluded.</p>
<b>Data</b>	<p>The term “<b>data</b>” means facts, concepts and/or information converted to a form useable in <b>your</b> computer operations, owned, leased or rented by <b>you</b> or for which <b>you</b> are legally responsible. Under the Property Section Cover 4. <b>computer and telecommunication equipment data</b> shall not include images or sounds relating to a <b>production</b>.</p>
<b>Deadlines</b>	<p>The term “<b>deadlines</b>” means any schedule deadlines, delivery dates, release dates, air dates or any other completion date.</p>
<b>Deductible</b>	<p>The term “<b>deductible</b>” means the amount for which <b>you</b> are responsible. The <b>deductible</b> shall form part of the amount of the limit of liability or limit of indemnity or any other limit applying to any Section. Should any one single <b>event</b> give rise to claims under more than one Section of the <b>policy</b>, <b>we</b> will apply only one <b>deductible</b>, being the highest of the <b>deductibles</b> applicable to any Section under which a claim arising out of the <b>event</b> will be paid.</p>
<b>Denial of Service Attack</b>	<p>The term “<b>denial of service attack</b>” means any actions or instructions constructed or generated with the ability to <b>damage</b>, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. <b>Denial of service attacks</b> include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.</p>
<b>Digital Media</b>	<p>The term “<b>digital media</b>” means digital devices used to record or store images or sounds including but not limited to computer disks and digital tapes.</p>
<b>Employee</b>	<p>“<b>employee</b>” means any person who is or was, or who may become at some time in the future:</p> <ol style="list-style-type: none"> <li>1. under a contract of service or apprenticeship with <b>you</b>;</li> <li>2. under a work experience or similar scheme;</li> <li>3. supplied to <b>you</b>;</li> <li>4. hired in or borrowed by <b>you</b>;</li> <li>5. a self-employed person; and who is working for <b>you</b>: <ol style="list-style-type: none"> <li>a. under <b>your</b> direct control in connection with your <b>business</b>; and</li> <li>b. they are normally resident in India or who is not an Indian National but employed by <b>you</b> under a contract of employment governed by the laws of the India.</li> </ol> </li> </ol>
<b>Equipment</b>	<p>The term “<b>equipment</b>” means cameras, camera <b>equipment</b>, sound and lighting <b>equipment</b>, portable electrical <b>equipment</b> and generators, mechanical effects <b>equipment</b>, grip <b>equipment</b>, mobile dressing room and honey wagon trailer units and similar <b>equipment</b> used for the purpose of filming.</p>
<b>Excluded Territories</b>	<p>The term “<b>excluded territories</b>” means the following territories:  Afghanistan, Algeria, Angola, Azerbaijan, Bahrain, Bosnia &amp; Herzegovina, Burkina Faso, Burundi, Chechnya, Congo, Democratic Republic of Congo, East Timor, Ecuador, Egypt, Eritrea, Ethiopia, Guinea Bissau, Ingushetia, Iran, Iraq, Israel, Kosovo, Lebanon, Liberia, Macedonia, Nepal,</p>

	Pakistan, Palestine, Peru, Rwanda, Saudi Arabia, Serbia, Sierra Leone, Somalia, Sudan, Sumatra, Syria, Turkey and Yemen.
<b>Event</b>	The term “ <b>event</b> ” means an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under <b>your policy</b> .
<b>Film Sites</b>	The term “ <b>film sites</b> ” means permanent buildings, demountable and relocatable buildings and motor homes <b>which you</b> own, occupy or are responsible for and the sites of filming within the <b>geographical limits</b> in connection with a <b>production</b> .
<b>Financial Interest</b>	The term “ <b>financial interest</b> ” means an insurable interest in an insured because of: <ol style="list-style-type: none"> <li>1. sole ownership of or a majority ownership interest in the entity;</li> <li>2. indemnification of or an obligation to indemnify the entity for loss sustained by the entity; or</li> <li>3. an election or obligation to obtain insurance for the entity.</li> </ol>
<b>Financial Loss</b>	The term “ <b>financial loss</b> ” means financial loss unaccompanied by either: <ol style="list-style-type: none"> <li>1. <b>injury</b>; or</li> <li>2. <b>damage</b> to material property including resultant loss of use of such property.</li> </ol>
<b>First Aid</b>	The term “ <b>first aid</b> ” means emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person, by an <b>employee</b> or <b>your</b> volunteer worker in the course of carrying out their duties when undertaking <b>your business</b> .
<b>Foreign Jurisdiction</b>	The term “ <b>foreign jurisdiction</b> ” means a country or jurisdictions in which <b>we</b> are not licensed or otherwise authorised to provide this insurance.
<b>Geographical Limits</b>	The term “ <b>geographical limits</b> ” means the geographical locations which are covered under <b>your policy</b> and stated in <b>your schedule</b> .
<b>Hacking</b>	The term “ <b>hacking</b> ” means unauthorised access to any computer or other <b>equipment</b> or component or system or item which processes stores or retrieves <b>data</b> whether <b>your</b> property or not.
<b>Healthcare</b>	The term “ <b>health care</b> ” means health care (but not <b>first aid</b> or the <b>administration of medicines</b> ) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members. Such members shall include but not be limited to: <ol style="list-style-type: none"> <li>1. medical and dental practitioners;</li> <li>2. nurses;</li> <li>3. midwives;</li> <li>4. ambulance personnel; or</li> </ol> professions allied to medicine.
<b>Immediate Family Member</b>	The term “ <b>immediate family member</b> ” means mother, father, stepmother, stepfather, grandmother, grandfather, sister, brother, stepsister, stepbrother, spouse (including common-law spouse or same sex partner), child, stepchild, (including the child or stepchild of a common-law spouse or same sex partner), adopted child, foster child, grandchild, half-sister or half-brother subject to the <b>immediate family member</b> being less than seventy five years of age at the date the <b>insured person</b> is declared to and accepted by us.
<b>Increased Cost of Working</b>	The term “ <b>increased cost of working</b> ” means the additional amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the reduction in <b>revenue</b> which would have occurred during the <b>indemnity period</b> as a result of the <b>insured event</b> had that money not been spent.
<b>Indemnity Period</b>	The term “ <b>indemnity period</b> ” means the period beginning when the <b>damage</b> occurs and ending when the results of the <b>business</b> cease to be affected by the <b>damage</b> but not exceeding the <b>maximum indemnity period</b> as shown in <b>your schedule</b> . For the <b>Property Section</b> Cover 4. <b>computer and telecommunication equipment</b> “ <b>indemnity period</b> ” means the period beginning with the occurrence of an <b>insured incident</b> and ending not later than the last day of the period as specified in <b>your schedule</b> during which the results of the <b>business</b> shall be affected in consequence of the <b>insured incident</b> .

<b>Injury</b>	The term “ <b>injury</b> ” means physical bodily Injury including death resulting from such Injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily Injury.
<b>Insured Event</b>	The term “ <b>insured event</b> ” means: 1. <b>damage</b> to property at the <b>premises</b> that is used by <b>you</b> for the purpose of your <b>business</b> ; 2. <b>damage</b> to any property in the area near or surrounding <b>your premises</b> but in no <b>event</b> more than one mile from the <b>premises</b> , which prevents <b>you</b> using, entering or exiting <b>your premises</b> for the purpose of <b>your business</b> ; 3. <b>damage</b> to any property at your suppliers' and customers' premises that are within the <b>India</b> ; or accidental failure of your supply of electricity, gas, water or telecommunication services.
<b>Insured Person</b>	The term “ <b>insured person</b> ” means any person designated for insurance, declared to and accepted by <b>us</b> in writing and who is appearing or contracted to work on a <b>production</b> .
<b>Kidnapping</b>	The term “ <b>kidnapping</b> ” means the involuntary taking and holding of any <b>insured person</b> by others.
<b>Library Stock</b>	The term “ <b>library stock</b> ” shall mean film and or video tapes and or <b>digital media</b> used in a <b>production</b> and for which <b>you</b> have legal responsibility.
<b>Loss of Limb</b>	The term “ <b>loss of limb</b> ” means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg.
<b>Media</b>	The term “ <b>media</b> ” means 1. raw or exposed film (developed or undeveloped); 2. video tapes; 3. <b>digital media</b> ; 4. sound tracks and tapes; and 5. colour transparencies, reels, art work and drawings; when such <b>media</b> is used or to be used in connection with a <b>production</b> . For the <b>Property Section Cover 4. computer and telecommunication equipment</b> , the term “ <b>media</b> ” means solely the materials on which <b>data</b> and/or <b>programs</b> are recorded.
<b>Money</b>	The term “ <b>money</b> ” means current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro drafts and payment orders, securities for money, travellers cheques, crossed warrants, bills of exchange, current postage, revenue and national insurance stamps, stamped national insurance cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, debit/credit/card charge card sales, vouchers, luncheon vouchers, trading stamps, VAT input documents, travel tickets, travel warrants, authenticated travel certificates, telephone paycards and consumer redemption vouchers.
<b>Office Contents</b>	The term “ <b>office contents</b> ” means business and personal property usual to the office occupied by <b>you</b> including; 1. furniture; 2. fixtures and fittings other than landlord's fixtures and fittings; 3. tenants improvements, alterations and decorations; 4. office <b>equipment</b> and supplies; 5. personal property of visitors up to a limited amount mentioned in the Schedule for each <b>event</b> and the limited amount mentioned in the Schedule for all <b>events</b> in the <b>aggregate</b> ; 6. bicycles up to a limited amount mentioned in the Schedule for any one bicycle and a limited amount mentioned in the Schedule for all <b>events</b> in the <b>aggregate</b> ; or 7. locks or lock mechanisms and keys for doors and windows necessary to maintain the <b>premises</b> , safes and strong rooms contained in the <b>premises</b> resulting from an accidental loss of keys occurring within the territorial limits and where there is reasonable evidence that such keys have been copied by an unauthorised person subject to a limit of liability as mentioned in Schedule for any one <b>event</b> and an amount as mentioned in Schedule for the <b>aggregate</b> .
<b>Phishing</b>	The term “ <b>phishing</b> ” means any access or attempted access to <b>data</b> or information made by means of misrepresentation or deception.



<b>Policy</b>	The term “ <b>policy</b> ” means <b>your policy</b> document comprising its <b>General Definitions, General Conditions and General Exclusions</b> and the Sections stated as operative in <b>your schedule</b> and any applicable schedule and endorsement.
<b>Pollution or Contamination</b>	The term “ <b>pollution or contamination</b> ” means: 1. all pollution or contamination of buildings, or other structures, or water, or land, or the atmosphere; and 2. all <b>damage or injury</b> directly, or indirectly, caused by such pollution or contamination.
<b>Pre-Existing Conditions</b>	The term “ <b>pre-existing conditions</b> ” means any health condition which an <b>insured person</b> knew about, or ought reasonably to have realised they were suffering from, or from which they had a history of suffering, on or before the date on which they were contracted to work on the <b>production</b> .
<b>Premises</b>	The term “ <b>premises</b> ” means buildings with their grounds at the addresses described in <b>your schedule</b> forming part of <b>your policy</b> .
<b>Principal Photography</b>	The term <b>Principal Photography</b> means the primary phase of filming or recording for a media <b>production</b> , during which the main scenes of the project are captured, excluding pre-production or post-production phases unless specifically included.
<b>Product</b>	The term “ <b>product</b> ” means: 1. any goods or products; or 2. the containers, labelling and instructions provided in connection with the goods or products; that are: (a) sold; (b) supplied; (c) processed; (d) installed; (e) serviced; (f) repaired; (g) altered; (h) treated; or (i) renovated by <b>you</b> or on <b>your</b> behalf.
<b>Production</b>	The term “ <b>production</b> ” means the production title as stated in <b>your schedule</b> or television productions, series of television episodes, animation productions, webcasts, virals, music videos or other production on film, tape or <b>digital media</b> that starts its pre-production within the <b>period of insurance</b> .
<b>Production Cost</b>	The term “ <b>production cost</b> ” means all costs chargeable directly to a <b>production</b> and which have been submitted to us including pre-production costs and the amount of overhead as may be declared by <b>you</b> at the time of the declaration of the <b>production</b> . It also includes any <b>loss</b> paid under the <b>Cast Section, Media Section or Extra Expense Section of your policy</b> , provided that the costs of: 1. the underlying rights and materials including story, scenario, music rights, sound rights, royalties; 2. permanent sets, owned wardrobe, owned props, owned <b>equipment</b> ; 3. premiums paid for this insurance <b>policy</b> , interest paid on loans and personal property taxes; 4. deferments; or 5. talent services or facilities provided by others that are not included in <b>your</b> budget for a <b>production</b> shall not be included. However, <b>you</b> may at the time of declaration specifically request that any of the above costs be included except that the insurance premium for any given Section of <b>your policy</b> may not be included in the <b>production cost</b> for that Section.
<b>Programs</b>	The term “ <b>programs</b> ” means a sequence of instructions given to a computer which are either purchased or written on a custom basis owned leased or rented by <b>you</b> or for which you are legally responsible.

<b>Proposal</b>	The term “ <b>proposal</b> ” means all information provided and all statements or declarations made to <b>us</b> by or on behalf of <b>you</b> .
<b>Props, Sets and Wardrobe</b>	The term “ <b>props, sets and wardrobe</b> ” means props, sets, scenery, costumes, wardrobe and similar theatrical property.
<b>Protection material</b>	The term “ <b>protection material</b> ” means a duplicate copy of the completed <b>production</b> on any <b>media</b> that is suitable for the intended release of a <b>production</b> .
<b>Reinstatement of Data</b>	The term “ <b>reinstatement of data</b> ” means the reinstatement of <b>data</b> following accidental loss, distortion, corruption or erasure of such <b>data</b> .
<b>Reinstatement of Programs</b>	The term “ <b>reinstatement of programs</b> ” means the reinstatement of <b>programs</b> following accidental loss, distortion, corruption or erasure of such <b>programs</b> .
<b>Renewal Date</b>	The term “ <b>renewal date</b> ” means the first day immediately subsequent to the expiry of the <b>period of insurance</b> .
<b>Revenue</b>	The term “ <b>revenue</b> ” means the money paid or payable to <b>you</b> for work or services provided in the course of <b>your business</b> at the <b>premises</b> .
<b>Schedule</b>	The term “ <b>schedule</b> ” means the document titled schedule or declarations that includes <b>your</b> name and address, the <b>premium</b> and other variables to <b>your policy</b> (including endorsement clauses) and is incorporated in <b>your policy</b> and accepted by <b>you</b> . <b>Schedules</b> may be re-issued from time to time where each successor overrides the earlier document.
<b>Security Failure</b>	The term “ <b>security failure</b> ” means: a. any actual or reasonably suspected unauthorised access to <b>Computer Systems</b> (as defined for section for Media Coverage; and Extra-Expenses) by a third party or an <b>Employee</b> , or involving collusion between those parties; b. a <b>Computer System Virus</b> ; <b>Denial-of-Service Attack</b> ;
<b>Standard Revenue</b>	The term “ <b>standard revenue</b> ” means the revenue during the period of the same length as the period in the 12 months immediately before the <b>start</b> of the <b>insured event</b> .
<b>Start</b>	The term “ <b>start</b> ” means: 1. the date the <b>damage</b> occurred; or 2. the date <b>your</b> supply of electricity, gas, water or telecommunications failed.
<b>Third Party</b>	The term “ <b>third party</b> ” means a person, firm or insurer other than the <b>insured</b> .
<b>Virus or Similar Mechanism</b>	The term “ <b>virus or similar mechanism</b> ” means program code, programming instruction or any set of instructions intentionally constructed with the ability to <b>damage</b> , interfere with or otherwise adversely affect computer programs, <b>data</b> files or operations whether involving self-replication or not. The definition of <b>virus or similar mechanism</b> includes but is not limited to trojan horses, worms and logic bombs.
<b>We, Us, Our and Company</b>	The terms “ <b>we</b> ”, “ <b>us</b> ”, “ <b>our</b> ”, “ <b>company</b> ” means the TATA AIG General Insurance Company Limited.
<b>Wrongful Acts</b>	The term “ <b>wrongful acts</b> ” means: 1. <b>injury</b> to any person; 2. <b>damage</b> to material property; 3. wrongful arrest, imprisonment or eviction of any person; 4. wrongful accusation of shoplifting; and trespass, nuisance or any interference with right of way, by foot, air or water.
<b>You, Your, Yours and Insured</b>	The terms “ <b>you</b> ”, “ <b>your</b> ”, “ <b>yours</b> ” and “ <b>insured</b> ” means: 1. the person or persons; 2. the firm and all partners and former partners in the firm; 3. the limited liability partnership; 4. the trust; 5. named as the policyholder in <b>your schedule</b> ;

	<p>6. the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.</p> <p>In addition, if <b>you</b> request <b>us</b> to, <b>we</b> will pay the following persons in the same way that <b>we</b> would pay <b>you</b> provided that they observe, fulfil and are subject to the terms, conditions and exclusions of <b>your policy</b> as you are:</p> <ol style="list-style-type: none"><li>1. any director or member of the <b>insured</b>;</li><li>2. any <b>employee</b>; and</li></ol> <p>any officer or member of your canteen, social, sports or welfare organisations, fire, ambulance, <b>first aid</b>, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).</p>
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#### 14. GRIEVANCES

We are committed to extend the best possible services to its customers. However, if You are not satisfied with Our services and wish to lodge a complaint, please feel free to call Our 24X7 Toll free number 1800- 266-7780/022-66939500 (toll) or You may email to the customer service desk at [customersupport@tataaig.com](mailto:customersupport@tataaig.com).

In case of any grievance the **Insured Person** may contact through:

Website: [www.tataaig.com](http://www.tataaig.com)

Call **Us** 24X7 toll free helpline 1800 266 7780 or 1800 22 9966 (Senior Citizen) Email **Us** at [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

Write to **Us** at: Customer Support, Tata AIG General Insurance Company Limited

7th and 8th Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway,  
 Goregaon(E), Mumbai, Maharashtra 400063

Visit the Servicing Branch mentioned in the **policy** document.

The **Insured Person** may also approach the grievance cell at any of the **Company's** branches with details of grievance.

Please visit Our website at [www.tataaig.com](http://www.tataaig.com) to know the contact details of the nodal officer for Your servicing branch.

After investigating the grievance internally and subsequent closure, we will send Our response as per the detailed escalation matrix as given in Our website. In case the resolution is likely to take longer time, we will inform You of the same through an interim reply.

#### Insurance Ombudsman:

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

#### NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

##### List of Insurance Ombudsman

SN	Centre	Address & Contact	Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD — 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru — 560 078. Tel.: 080 — 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
3	BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal — 462 003. Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh, Chhattisgarh.
4	BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar —751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Odisha
5	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17- D, Chandigarh — 160 017. Tel.: 0172 - 2706196 / 2706468	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

		Email: bimalokpal.chandigarh@cioins.co.in	
6	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai — 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
7	DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi — 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
8	GUWAHATI	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.
9	HYDERABAD	Office of the Insurance Ombudsman, 6-2 46, 1st floor, "Moin Court ". Lane Opp. Saleem Function Palace, A C Guards, Lakdi - Ka - Pool, Hyderabad - 500004 Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
10	JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur 302 005 Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
11	ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor. Pulinat Bldg., Opp Cochin Shipyard, M. G. Road, Ernakulam - 682015 Tel.: 0484 - 2358759 / 2359338 Email. bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
12	KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072 Tel.: 033 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow 226 001 Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Mau, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Ballia, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Ghazipur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Chandauli, Sidharathnagar.
14	MUMBAI	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S V Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
15	NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15,	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Hapur,

		Distt: Gautam Buddh Nagar, U.P -201301. Tel.: 0120 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Shamli, Meerut, Moradabad, Shahjahanpur, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	PATNA	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	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, CTS. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune — 411 030. Tel. 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

### **Annexure A**

Supporting Documentation to be submitted in case of a claim for Section – Employee Compensation:

#### **Death Claims**

1. Dully filled, signed & stamped claim forms
2. Salary of all employees (including contractor and sub-contractor) at the inception month of the **policy**
3. Salary & attendance records of claimant for last 12 months
4. Certified copy of FIR, Panchnama and Inquest Panchnama, PM Report and copy of Death Certificate
5. Medical treatment papers, if any
6. MLC Records if available
7. Any communication of insured with labour department or WC commissioner
8. Age proof of injured and Form –A
9. Any other documents substantiating the claim
10. CKYC documents

#### **Disability Claims**

1. Dully filled, signed & stamped claim forms
2. Salary records of claimant for last 12 months
3. Salary of all employees (including contractor and sub-contractor) at the inception month of the **policy**
4. Attendance records of claimant for last three month from date of injury.
5. Disability certificate from treating doctor
6. Medical treatment papers, reports and medical bills.
7. Disability/fitness certificate from treating doctor
8. Any communication of insured with labour department or WC commissioner
9. MLC Records if available
10. Age proof of injured, photograph showing injury & Form L (In case of PPD/PTD)
11. Any other documents substantiating the injury