

# FUTURE EVENTS INSURANCE POLICY WORDING

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# **FUTURE EVENTS INSURANCE POLICY WORDING**

Whereas the Insured has made to **FUTURE GENERALI INDIA INSURANCE COMPANY LTD** (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Assured against such loss as is herein provided.

## **SECTION I - DEFINITIONS**

1. **"Ascertained Net Loss"** means such amount in excess of any deductible stated in the Schedule as represents expenses which have been irrevocably expended in connection with the Insured Event(s) which have been necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, less such part of the Gross Revenue retained less any savings the Assured is able to effect to mitigate such loss
2. **"Gross Revenue"** means all monies which would have been paid or payable to the Assured from every source arising out of the Insured Event(s) had a loss not occurred.
3. **"Expenses"** means the total of all costs and charges which would have been incurred by the Assured in organizing, running and providing services for the Insured Event(s) had a loss not occurred.
4. **"Insured Event(s)"** means the event(s) stated in the Schedule.
5. **"Cancellation or Cancelled"** means the inability to proceed with the Insured Event(s) prior to commencement.
6. **"Participant"** means any party who is contracted by the Assured to perform a function critical to successful fulfilment of the Insured Event(s).
7. **"Venue"** means the place(s) stated in the Schedule where the Insured Event(s) is to be held.
8. **"Terrorism"** means an unlawful act, including but not limited to 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) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
9. **"Policy period"** means the period between the commencement date and the expiry date shown in the Schedule

## **SECTION II - DEDUCTIBLE**

This Insurance is subject to the deductible(s) stated in the Schedule which shall be retained by the Assured at their own risk and uninsured.

## **SECTION III - WARRANTIES**

It is warranted that the Assured shall:

1. observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
2. make all necessary arrangements for the successful fulfilment of the Insured Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/ or rehearsal time) in a prudent and timely manner.

3. ensure that all necessary contractual arrangements have been made and confirmed in writing with the Assured and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured Event(s).

Failure to comply with any of the above warranties automatically discharges the Company from all liability under this Insurance.

## **SECTION IV - CONDITIONS PRECEDENT**

The Company shall not be liable to pay any claim hereunder unless the Assured complies with the following Conditions Precedent:

The Assured has:

1. truthfully declared all material facts likely to influence the Company in determining:
  - a. whether or not to accept the risk or any subsequent amendment,
  - b. the premium,
  - c. the terms, conditions, exclusions and limitations, having diligently made all necessary inquiries to establish those facts.
2. knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
3. paid the premium due in accordance with terms set out in the Schedule.
4. declared that all information contained in the completed Proposal Form and/ or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Assured agrees that such information is material, and forms the basis of this Insurance and is incorporated herein.

## **SECTION V - SCOPE OF COVER**

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon:

### **1. EVENT CANCELLATION**

This Insurance is to indemnify the Insured for their Ascertained Net Loss should any Insured Event(s) be necessarily Cancelled due to

1. Loss or Damage to the venue due to Fire & Allied Perils and Earthquake, Flood, Cyclone. (Resulting in cancellation of the event)
2. Death of current Prime Minister, President of republic of India, Chief Minister of the state in which the event is being held, due to which National / State mourning is declared or any other prominent personality.

### **Warranty:**

1. It is warranted that the insured has all the required permissions from the local authorities / government approvals etc. in place before the start of the event.
2. Alternate, appropriate and necessary arrangement is made to the venue so as to continue the event during seasonal climatic changes

**Exclusions:** The policy does not cover the following:

- 1) Cancellation of the event due to Non – Appearance of the insured artist / performers as a result of cancellation, postponement of transport arrangements.

- 2) Cancellation of the event due to rains, storm; Hail storm; Sand storm; High Winds; Gales; tempest etc. disturbance of public peace) in any malicious act.
- 3) Contractual disputes if any between the Insured and the insured artist / performer.
- 4) Non- Appearance of the insured artist/ performer due legal, government cases, litigations, summons etc.
- 5) The failure of the insured to carry on the event, commence & complete the event in the scheduled time due to the insured's inability to make the necessary arrangements, to take the required permissions, due to financial incapacity, lack of funds, defaults,
- 6) Due to insufficient crowd and non – appearance of key performer's/ artist/ speakers/ anchors insured in the said policy due to government warrants, duty's, court verdicts, summons and other government requirements and summons.

## 2. PROPS, SET, STAGE and EQUIPMENTS

The Company agrees to indemnify the Insured against loss of or damage to the props, set, stage, equipments as declared in the insured production against the following coverages:

- 2.1 Fire, excluding destruction or damage caused to the property insured by:
  - 2.1.1 Its own fermentation, natural heating or spontaneous combustion;
  - 2.1.2 Its undergoing any heating or drying process;
  - 2.1.3 Burning of property insured by order of any Public Authority;
- 2.2 Lightning
- 2.3 Explosion/Implosion, excluding loss, destruction of or damage:
  - 2.3.1 To boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
  - 2.3.2 Caused by centrifugal forces.
- 2.4 Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
- 2.5 Riot, Strike, Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
  - 2.5.1 Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
  - 2.5.2 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority;
  - 2.5.3 Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;
  - 2.5.4 Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a
- 2.6 Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature.
- 2.7 Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:
  - 2.7.1 the Insured or any occupier of the Insured Premises or
  - 2.7.2 their employees while acting in the course of their employment.
- 2.8 Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
  - 2.8.1 the normal cracking, settlement or bedding down of new structures;
  - 2.8.2 the settlement or movement of made up ground ;
  - 2.8.3 coastal or river erosion ;
  - 2.8.4 defective design or workmanship or use of defective materials ;
  - 2.8.5 demolition, construction, structural alterations or repair of any property or ground works or excavations.
- 2.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- 2.10 Missile Testing operations
- 2.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by:
  - 2.11.1 Repairs or alterations to the buildings or premises
  - 2.11.2 Repairs, Removal or Extension of the Sprinkler Installation
  - 2.11.3 Defects in construction known to the Insured.
  - 2.11.4 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
- 2.12 Earthquake Fire & Shock
- 2.13 Burglary
- 2.13.1 Accidental external damage (direct physical loss or damage to the property from any external cause) whilst stored and or lying in the premises or whilst stored and or lying and/or erected at the site of event. Whilst, in transit from one place to another of shooting.

### Exclusions:

The Company shall not be liable in respect of:

- 1. loss of or damage to articles of consumable nature other than those for sale.
- 2. loss of or damage to Valuables, livestock, motor vehicles and pedal cycles. Coverage under this section however does not exclude petty cash in the premises up to a limit of Rs.2,500/- provided the same is specifically insured.
- 3. loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- 4. loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned

by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.

5. expenses necessarily incurred on Architects, Surveyors and Consulting Engineer's Fees and Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
6. loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
7. loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
8. loss by theft during or after the occurrence of any insured peril except as provided under riot, strike, malicious damage cover.
9. loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding a period of 60 days.

**Warranty :** Proper fire fighting equipments, systems are installed at the venue, the local and nearest fire station is informed about the event and is on call, Escape exits are provided for at the venue, All pyrotechnics event (if any) are carried out by trained professionals only.

#### Special conditions

If the property hereby Insured shall at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property Insured shall at the event of such fire or at the commencement of such destruction or damage be not less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect.

### 3. PUBLIC LIABILITY

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

The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated claim against the Insured falling within the terms of this Policy. All amounts expended by the Company in the payment of any claim or in Defence Costs will reduce the Limit of Indemnity.

#### Special Conditions :

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

1. any claim made against the Insured during the Policy Period; and/or
2. any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a claim. Any circumstance notified under this clause and any subsequent claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and
3. shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, Defence and/or settlement of any claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the Defence of any claim, the Company may in its sole and absolute discretion relinquish the same.
4. The Company will not settle any claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal
5. In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and/ final settlement of all liability of the Company to the Insured under this Policy in respect of that claim.
6. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an insured event, the Insured and the Company should disagree as to when the Bodily Injury or the Property Damage happened
7. The Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;
8. Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown

**Warantee:** It is warranted that proper care is taken in installing the sets props and other infrastructure at the venue of the event and is carried out by trained professionals, as per approved plans of the local authorities.

#### Exclusions:

1. The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:
2. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement;
3. Any accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision;
4. Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment;

5. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill;
6. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs;
7. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from;
8. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation.
9. Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
10. Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
11. Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
12. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
13. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft;
14. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises;
15. Damage to property belonging to third parties that is rented, leased or hired or under hire purchase or on loan to the Insured. An indemnity shall however be provided for Claims arising out of accidental damage to the Insured Premises or the Contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same;
16. Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent;

#### 4. PERSONAL ACCIDENT – DEATH & DISABILITY

We shall indemnify the Assured to the Limit of the Sum Assured or the percentage of the Sum Assured as specified in the Policy Schedule, if Assured will sustain Accidental Bodily Injury during the Policy Period, which results in one of the losses shown in the Table of losses below. The loss must occur within 12 months from the date of Accident, which caused the Injury.

Table of Losses	
Event	Percentage of Limit of Indemnity
Death	100%
Permanent Total Disability	100%
Permanent Total Loss of sight of both eyes	100%

Permanent Total Loss of sight of one eye and physical separation of or the loss of ability to use either one hand or one foot	100%
One arm and one foot	100%
An arm at the shoulder joint	75%
An arm above the elbow joint	70%
A hand at the wrist	50%
An arm beneath the elbow joint	60%
A leg above mid-thigh	75%
A leg up to mid thigh	60%
A leg up to beneath the knee	50%
A leg up to mid-calf	45%
A foot at the ankle	40%
Permanent Loss of sight of one eye	50%
Hearing of both ears	75%

#### Specific Definition:

Permanent Total Disablement means disablement due to which Assured is unable to engage in each and every occupation or employment for compensation or profit for which Assured is reasonably qualified by education, training or experience for the rest of Your life. If at the time of loss Assured is unemployed, Permanent Total Disability shall mean the total and Permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

#### Exclusions:

In addition to General Exclusions listed in this Policy, We shall be under no liability to make payment under this benefit in respect of any expenses whatsoever incurred by You in connection with or in respect of:

1. Intentional self injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol).
2. Accident while under the influence of alcohol or drugs.
3. Participation in breach of law with or without criminal intent.
4. Any accident of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest.
5. Whilst engaging in Aviation or Ballooning or whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
6. Participating in motor racing or trial run as a driver, co-driver or passenger.
7. Pregnancy and childbirth, miscarriage, abortion or complications arising out of any of these.
8. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage or under the order of any government or public authority.
9. Nuclear energy, radiation
10. Any existing disablement prior to the inception of the policy.
11. Accidents due to mental disorders or disturbances of consciousness strokes fits or convulsions which affect the entire body and any pathological disturbances caused by the mental reaction to the same.
12. Any claim arising directly or indirectly, wholly or partly by bacterial infections (except pyogenic infections which shall occur through an Accidental cut or wound).



13. Any loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a result of injury.
14. Losses arising from Accidents as a driver on motorized vehicles unless at the time of the Accident You are in possession of a current full national driving license and while riding a two wheeler the driver is wearing a safety crash helmet.

#### **Special Conditions:**

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the Table of Benefits will be considered for payment.
2. If more than one loss results from one Accident, only one amount, the largest, will be paid.
3. If Assured dies for a reason unconnected with the accident within a year of the accident for whatever reason, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made, as ascertained by the Company.
4. In the event of permanent disablement, Assured will be under obligation:
  - a. To have himself/ herself examined by the Panel Doctors appointed by the Company and We will pay the costs involved thereof.
  - b. To authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on his/ her condition.

If the above obligations are not met with due to whatsoever reason, We shall be relieved of its liability to compensate under this benefit.

#### **5. CASH IN TRANSIT & SAFE**

The Company will indemnify the Insured for

1. the loss In Transit of money whilst carried by the Insured or its Employee, caused during the Policy Period by Robbery, theft or any other fortuitous event.
2. the loss of Money from a Safe and/or Strong Room in the premises mentioned in the Schedule caused by Burglary and/or Robbery and/or theft

#### **Specific Definitions:**

1. "Theft" means the dishonest misappropriation of Money with the intention of permanently depriving the Insured of that Money.
2. "Robbery" means the Theft of Money using unforeseen, aggressive and violent means against the Insured's Employees.
3. "In Transit" means:
  - 3.1 Any mode of transportation of Money for the payment of wages, salaries and other earnings or for petty cash directly between a bank, the Insured Premises or a Point in Transit (if specified) by the Insured or an Authorised Employee from the time Money is received at the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee until delivered to the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee and whilst at the Insured Premises until disbursed provided that out of business hours such Money shall be secured in a locked Safe or locked Strong Room. Cheques drawn by the Insured to provide for such Money are covered In Transit from the Insured Premises to the Bank only.

- 3.2 Any mode of transportation of Money in the personal custody of the Insured or an Authorised Employee directly between a bank and the Insured Premises or a Point in Transit (if specified) from the time Money is received at the bank or the Insured Premises by the Insured or an Authorised Employee until delivered to the bank or the Insured Premises or a Point in Transit by the Insured or an Authorised Employee within 72 hours of the time of collection.

4. "Point in Transit" means the place specified in the Schedule.
5. "Safe" means
  - 5.1 a strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and
  - 5.2 access to which is restricted.
6. "Strong Room" means
  - 6.1 A room within the Insured Premises designed for the secure storage of Money, and
  - 6.2 Access to which is restricted.

#### **Warranty:**

1. It is warranted that Key (Duplicate /original ) should not be kept on the same premises where strong room/safe is located.
2. It is warranted that the Key(s) should be with nominated Named person (max two) only
3. It is warranted that the premises should have security guard 24 Hrs, preferably armed guard

#### **Special Conditions:**

It is a condition precedent to the Company's liability hereunder that the Insured shall:

1. immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;
2. immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
3. within 14 days deliver to the Company a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
4. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
5. take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any money lost.
6. The Insured shall:
  - 6.1 take all reasonable steps to safeguard the money and any means by which the money is In Transit against any insured event;
  - 6.2 ensure that any security system or aid specified in the proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or, if none, then as may be required, and kept in good and effective working condition;

6.3 ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.

6.4 The Insured shall maintain a contemporaneous daily written record of the money In Transit and such record shall be produced to the Company in the event of any claim

#### Exclusions:

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind.
2. loss of money carried by anyone other than the Insured or an Employee.
3. loss of money where the Insured or an Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.
4. money carried under contract of affreightment.
5. loss of money from an unattended vehicle.
6. Loss of money from a Safe or Strong Room following the use of a key belonging to the Insured and/or combination and/or code to gain access, unless this has been obtained by threat or violence against Employees.
7. Loss or damage whether direct or indirect arising from war (whether war be declared or not), war-like operations, act of foreign enemy, hostilities, civil war, rebellion, insurrections, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority, riot, strike or any terrorist activity.
8. Loss caused by any earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
9. Loss or damage due to ionising radiation or contamination by the radioactivity substance from any nuclear fuel shall or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
10. Loss or damage due to the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
12. Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party.
13. Any personal or bodily or mental injury or suffering of any description. In any action suit or other proceeding where the Company alleges that by reason of any Exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
14. Policy excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
15. loss due to or in any way contributed to by the Insured having knowingly permitted or caused or

suffered anything to be done or not done whereby the risks hereby insured against were increased.

16. any loss not discovered within a period of 72 hours after its occurrence.

#### SECTION VI - GENERAL EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

1. non-appearance of any person or group(s) of persons.
2. the Assured's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/ or likelihood of a loss, hereunder.
3. any contractual dispute or breach by the Insured or any Participant.
4. alterations or variance of Insured Event(s) without the prior written approval of the Company.
5. adverse weather in respect of any Insured Event(s) in the open or under canvas or in temporary structures unless agreed by the Company in writing and stated in the Schedule.
6. any Insured Event(s) in the open or under canvas or in a temporary structure unless agreed by the Company in writing and stated in the Schedule.
7. any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Assured at the inception of this Insurance or at the time of making the booking whichever is the later.
8. expenses and Gross Revenue which have not been declared to and agreed by the Company.
9. any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
10. the Assured failing to:
  - 10.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
  - 10.2 make all necessary arrangements for the successful fulfilment of the Insured Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
  - 10.3 ensure that all necessary contractual arrangements with the Assured are made and confirmed in writing with the Assured and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the Insured Event(s).
11. any fraud, misrepresentation or concealment by the Assured.
12. actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
13. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
14. seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition



or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.

15. any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Event(s) is to be held.

16.

16.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

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

16.3 nuclear reaction, nuclear radiation or radioactive contamination.

17. seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss covered hereunder.

18.

18.1 withdrawal, insufficiency or lack of finance howsoever caused,

18.2 the financial failure of any venture,

18.3 lack of or inadequate receipts, sales or profits of any venture,

18.4 variations in the rate of exchange, rate of interest or stability of any currency,

18.5 financial default, insolvency, or failure to pay of any person, corporation or entity,

All ((18.1) to (18.5)) whether a party to this Insurance or otherwise.

19.

19.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,

19.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.

20. 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.

21. any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:

22.

22.1 the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;

22.2 any travel advisory or warning being issued by a national or international body or agency.

23. National, court or religious mourning whether declared or not, unless specifically covered

24.

24.1 any act of Terrorism and/ or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

24.2 any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.

25. any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

## SECTION VII - CLAIMS PROCEDURE

The Companys shall not be liable to pay any claim hereunder unless the Assured complies with the following conditions:-

1. In the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:

1.1 as a matter of urgency give notice to the person(s) designated in the Claims department of Future Generali India Insurance Company Limited immediately not later than 3 days in case of other sections and within 1 day for event cancellation section.

1.2 confirm the facts in writing as soon as possible, with all information that is available,

1.3 make no admission of liability without the prior written consent of the Companys,

1.4 take all steps to minimise or avoid any loss hereunder,

1.5 provide the Companys or their appointed representatives with:

1.5.1 all necessary assistance in a timely manner,

1.5.2 all information required,

1.5.3 all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;

1.6 prove the loss to the satisfaction of the Company.

1.7 forward immediately to the Company or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

2. As often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Companys at such reasonable time and place as may be designated by the Companys or their representatives.

So far as is in their power the Insured shall cause their employees and all other persons interested in the Insured Event(s) to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other act of the Companys or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Companys might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Companys' liability.

3. As soon as is practicable render a signed and sworn proof of loss to the Company or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.

4. Allow the Company the right, if they so wish, to:

4.1 take such steps as they deem necessary to prevent, mitigate or minimise a loss,

4.2 take over and conduct the defence or settlement of claims made against the Assured that are covered by this Insurance,

4.3 pursue all rights or remedies available to the Assured whether or not payment has been made hereunder.

15. If at the time of any loss hereby insured there be any other subsisting insurance or insurances, whether effected by the insured or by any other person or persons covering the same subject matter, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage. This clause is not applicable for Personal Accident section of the Policy.

#### **SECTION VIII - GENERAL CONDITIONS**

1. Any fraud, concealment, or intentional misstatement or negligent statement of the information provided or in the making of a claim, shall entitle the Company to refuse payment of a claim or treat this insurance as though it had never existed.
2. The Insured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance, including where possible Postponement or Relocation of the Insured Event.
3. The Insured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
4. No other insurance shall be effected by the Insured to protect the interest insured hereunder without the prior written approval of the Company. In the event that such other insurance is effected, the Company reserve the right to amend the terms and conditions of this Insurance.
5. The Insured shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Net Profit if insured) for each Insured Event, without any allowance for recoveries, savings or waivers. Should the Assured fail to do so then the Company will not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity bears to the full value of a total loss of Expenses (and Net Profit if insured) for the relevant Insured Event(s).
6. The premium and any expense incurred in the formulation of a claim shall not be recoverable items.
7. This Insurance is non-cancellable and there can be no return of premium
8. The Insured shall maintain adequate records in connection with the subject matter insured hereunder.
9. All salvage, recoveries and payments due to the Insured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
10. The Company reserves the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Assured or otherwise. In the event of any payment under this Insurance, the Company shall be subrogated to the extent of such payment to all the Assured's rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such rights.
11. No suit shall be brought upon this Insurance unless the Insured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
12. This Insurance may not be assigned in whole or in part without the prior written consent of the Company.
13. If the Loss Payee is other than the Insured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) stated in the Schedule as Loss Payee(s). Payment of such losses by the Company to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Company's obligations to the Insured and Loss Payee(s) in connection with said loss(es).
14. Unless the Insured requested and the Company agreed otherwise in writing this Insurance is mutually agreed to be governed and construed in accordance with the laws of India whose courts shall have exclusive jurisdiction.