

PROSPECTUS & SALES LITERATURE

Comprehensive Event Protect Insurance Policy

Scope of Cover

The Events Insurance Policy provides the following 4 sections:

- Event Cancellation
- Transmission Failure
- Players Loss of Fees
- Property Insurance
- Money Insurance
- Third Party Liability

Section 1 - Event Cancellation - Covers irrecoverable expenses for cancellation, abandonment, curtailment or postponement due to circumstances beyond the insured's control. Option to include loss of profits cover

Section 2- Transmission failure – Covers losses should they be prevented from providing the Transmission solely and directly as a result of the failure or malfunction of any Necessary Facilities

Section 3 – Players loss of Fees - Covers loss of Fees, Remuneration and any other monies paid / payable to the contracted player(s) due to the Non-appearance/unavailability of the contracted player(s) in the Insured Event(s).

Section 4 - Property Insurance - Covers direct physical loss of or damage to property at the insured event(s). This covers the insured's own property and property as a part of hired and / or held in trust.

Section 5 - Money Insurance - Covers money in transit and money held at the event.

Section 6 – Third Party Liability - Covers legal liability for claims made against the insured for accidental bodily injury or loss or damage to property in the course of an insured event.

Insured has to opt for either Section I – Event Cancellation or Section III – Players Loss of Fees under the Policy.

Premium

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

Main Extensions

We can further increase the scope of cover with the help of following extensions. Some of the important add on covers are listed below

Section I

- Adverse Weather Extension
- Coverage for National Court or Religious Mourning
- Non Appearance arising out of risk to Performer/ Artist/ Key personality
- Non Appearance arising out of risk to Performer/ Artist/ Key personality and Family
- Communicable Disease Extension
- Epidemics extension
- Riots, Strike or Malicious damage, civil commotion and Bandh
- Failure of Utilities
- Terrorism Extension.
- Act of God Peril
- Non Appearance Extension – for team events
- Coverage for temporary Structures and alike
- Coverage of Fire and allied perils
- Professional counseling
- Event photographs
- Special attire
- Special gifts
- Special jewelry

Section VI

- Endorsement for covering food and beverages
- Act of god perils extension
- Terrorism liability extension endorsement

EXCLUSIONS APPLICABLE TO SECTION I

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 Insured'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 Insurer.
5. adverse weather in respect of any Insured Event(s) in the open or under canvas or in temporary structures unless agreed by the Insurer 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 Insurer 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 Insured 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 Insurer.
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 Insured 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 Insured are made and confirmed in writing with the Insured 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 Insured.
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:
 - 21.1 the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - 21.2 any travel advisory or warning being issued by a national or international body or agency.
- 22. national, court or religious mourning whether declared or not.
- 23.
 - 23.1 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.
 - 23.2 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.
- 24. 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.

EXCLUSIONS APPLICABLE TO SECTION II

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

- | | | |
|----------------|---|--|
| Duty of Care | 1 | the Insured's lack of care, diligence or prudent behaviour, the result of which would increase the risk or likelihood of a loss hereunder. |
| Alterations or | 2 | alterations or variation of Transmission as declared to the |

Variation		Insurer without their prior approval.
Arrangements	3	the Insured failing to:
Contractual Requirements		3.1 ensure that all necessary contractual arrangements for the fulfilment of the Transmission have been made and Confirmed in writing before the Transmission
Set-up and Testing		3.2 ensure that everything necessary for the proper fulfilment of the Transmission is in place and successfully tested a prudent period of time before the Transmission.
Legal Requirements		3.3 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
War Actual or Threatened	4	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.
Confiscation Destruction	5	confiscation, nationalisation or requisition or destruction of property, by or under the order of any government or public or local authority.
Customs Seizure	6	seizure or destruction under customs regulations or the handling of contraband or the engaging in illicit trade or transportation.
Radioactive Contamination	7	7.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, 7.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Seepage and/or Pollution and/or Contamination	8	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 hereunder.
Financial Causes	9	9.1 withdrawal, insufficiency or lack of finance howsoever caused, 9.2 the financial failure of any venture, 9.3 lack of or inadequate receipts, sales or profits of any venture, 9.4 variations in the rate of exchange, rate of interest or stability of any currency, 9.5 financial default, insolvency, or failure to pay of any person, corporation or entity, all (9.1 to 9.5) whether a party to this Insurance or otherwise.
Lack of Support	10	lack of or inadequate response or inadequate financial or other Support or withdrawal of such support by any party.
Other Insurance	11	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.

EXCLUSIONS APPLICABLE UNDER SECTION III:

This Insurance does not cover non-appearance / unavailability of contracted player(s) arising out of, contributed to by, or resulting from:

- 1 war or any act of war, whether war is declared or not;
- 2 suicide, self-destruction, attempted suicide or self-destruction, or intentionally self-inflicted injury, while sane or insane;
- 3 the contracted player(s) own criminal or felonious act;
- 4 the contracted player(s) being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the contracted player(s) by a qualified medical care practitioner;
- 5 using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the contracted player(s) plays;
- 6 any practices or activities excluded by the governing body or any competent authority of the professional sports contract in connection with the Event stated in the Schedule;
- 7 the contracted player(s) spending time in a drug rehabilitation programme or weight loss clinic and/or programme;
- 8 any breach of contract by the contracted player(s) or dispute of the contracted player(s) is in dispute with the concerned regulatory authority or the Insured;
- 9 due to boycott, withdrawal or strike action,
- 10 any pre-existing injury / illness unless the same would have been aggravated during the period of insurance.

EXCLUSIONS APPLICABLE UNDER SECTION IVA

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following.

1. Deductible as shown on the Schedule.
2. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of

accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.

3. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
4. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
5. Expenses necessarily incurred on:
 - a. Architects, Surveyors and Consulting Engineer's Fees and
 - b. Debris Removal

by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

6. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
7. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
8. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
9. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.

EXCLUSIONS APPLICABLE UNDER SECTION IVB

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

1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind.
3. Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
4. Loss or damage which is recoverable under Fire, Plate Glass, Neon Sign, Marine Cargo Insurance Policy or any other policy under which such coverage is has been obtained by the insured.

5. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
6. Loss or damage caused by wear and tear or gradual deterioration.
7. Loss or damage occasioned by loot, sack, spillage or pilferage.
8. Consequential loss or damage of any kind
9. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
10. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
11. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
12. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

EXCLUSIONS APPLICABLE TO SECTION V

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

1. Any consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise and any other legal liability of any kind.
2. Loss of Money carried by anyone other than the Insured or an Authorised Employee of the Insured.
3. Loss of Money where the Insured or his Authorised Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.
4. If the Money is consigned to any person (other than a full time permanent employee of the Insured in employment of the Insured under an express contract of employment), agency or organisation engaged in the transportation of Money for third parties;
5. Loss of Money in the Insured Premises where such Money is stored other than in a Safe or Strong Room, after business hours.
6. Money carried under contract of affreightment.
7. Loss of money from an unattended vehicle.
8. Loss from a safe or strong room following use of the safe or strong room key(s) or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence to the person in custody of the key(s);
9. Loss or damage whether direct or indirect arising from war (whether war be declared or not), war-like operations, act of foreign enemy, hostilities, civil war, rebellion, insurrections, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.

10. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
11. Loss or damage due to the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
12. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
13. Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party.
14. Any personal or bodily or mental injury or suffering of any description. In any action suit or other proceeding where the Company alleges that by reason of any Exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
15. If the Insured premises containing the insured property is unused / unoccupied and so remains for a consecutive period of more than 7 days.

EXCLUSIONS APPLICABLE TO SECTION VI

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:

1. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement;
2. Any accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision;
3. Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment;
4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill;
5. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs;
6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from;
7. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation.
8. Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
9. Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
10. Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;

11. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
12. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft;
13. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises;
14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
15. Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
 - a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
 - b) employees and visitors clothing and personal effects.
 - c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement

GENERAL EXCLUSIONS APPLICABLE TO SECTION IV, V, VI:

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

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

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

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

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

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION