



**FUTURE GENERALI INDIA**  
Insurance Company Limited

# **FUTURE CINE- SURAKSHA POLICY WORDINGS**

**INTENTIONALLY LEFT BLANK**

## **FUTURE CINE- SURAKSHA** **POLICY WORDINGS**

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-1: CAST INSURANCE**

The Company agrees subject to other terms, conditions and exclusions herein contained in this Policy to indemnify the insured for the remuneration paid to the named artists, technicians named hereunder till the time of death in view of the reason that the death of such persons has necessarily prevented commencing or completing their respective duties on performances resulting in re-shooting of the role of such named artist, technician during the period of insurance of the declared production.

Death (By accident), Critical illness of Cast, technicians (as named in the Schedule) occurring during the term of the insurance or completing their respective shooting schedule or performance(s) in the insured production.

The cover is restricted to the remuneration paid to the named Cast, technicians. The cover is further restricted to expire either on the death of the named Cast / technician or completion of the shooting schedule or completion of their respective duties or performances in the insured production.

**EXCLUSIONS:** This coverage does not insure against loss caused by or resulting from:

- a. Suicide of the person covered.
- b. Kidnapping of the person.
- c. Persons accused as criminal and is under interrogation and or arrest by the judiciary.
- d. Any person(s) accepted for insurance under this Section taking part in flying other than as a passenger.
- e. Any person(s) taking part in any hazardous stunt(s)
- f. The inability of any female to continue her performance because of her pregnancy or conditions pertaining thereto.
- g. Any person under the age of six years of age or over the Completed age of Sixty Five years of age.
- h. Death by illness /Sickness of any kind

### **SECTION -2: PROPS, SETS, WARDROBES & EQUIPMENTS**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained in this policy to indemnify the insured for loss, damages, destruction of the property, sets, wardrobes and equipments of the insured or hired by them due to fire and allied perils & burglary, Act of God peril, or 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 shooting. Whilst, in transit from one place to another of shooting.

#### **EXCLUSIONS:**

1. Antiques object of art, pearls and Jewellery, gold and like valuables.
2. Continuity due to loss of wardrobe/ costumes not covered.
3. Wear & Tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical

breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat;

4. Any work, process, experimentation, tests, repairing, restoration, conversion, or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by you or on behalf or at your direction, except with respect to ensuing loss caused by or resulting from a peril not otherwise excluded;
5. Unexplained or mysterious disappearance or shortage found upon taking of inventory;
6. Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open. This exclusion shall not apply to property that was built or designed to be stored in the open;
7. Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities you use in connection with production, unless fire ensues and then the liability shall be limited to that portion of the loss caused by such ensuing fire;
8. Damage to or destruction of property caused intentionally by you or at your direction.
9. Loss destruction or damage caused by or resulting from delay, loss of market or use, interruption of business or other consequential loss extending beyond direct physical loss or damage;
10. Deterioration due to dampness or dryness of atmosphere, extremes or change of temperatures, shrinkage, evaporation, loss of weight, rust, contamination or leakage of contents, unless caused by a peril not otherwise excluded.

**PROPERTY EXCLUDED** This coverage does not insure:

- a. Animals, unless endorsed hereon;
- b. Growing plants, unless endorsed hereon;
- c. Accounts; bills; currency, numismatic properties or money; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; rail, road, airline or other tickets;
- d. Buildings including, but not limited to improvements and betterments;
- e. Furniture's and fixtures which are not used or intended to be used as part of a theatrical set;
- f. Aircraft used for any purpose other than as part of a theatrical set in which it is used strictly as a non-functional craft during filming.
- g. Watercraft, motorcycles, motor vehicles, or other conveyances except when used as a part of a theatrical set and not being self-propelled during filming.

#### **VALUATION CLAUSE:**

**For Sets solely Erected for Film covered under this policy:** Property will be valued at the full cost of repair or replacement without deduction for wear and tear and gradual deterioration provided that such property is actually repaired or replaced by the insured within a reasonable period of time following the loss. The payment shall not exceed the sums insured in respect of this property nor the amount actually spent to repair or replace the property for the same occupancy or use to a condition equal to but not better or more extensive than its condition when new.

### **SECTION - 3: FILM NEGATIVE**

The company hereby agrees subject to other terms, conditions & exclusions herein contained in this policy to pay the insured for such loss/damages sustained by them as a result of damage to film stock as defined hereunder from any external cause arising out of fire and

allied perils including burglary, Act of God peril, Natural calamities or transit damage

#### Definition of Loss

Loss of stock shall mean only the actual cost to replace the lost or damaged raw film stock of like kind and quality.

#### Definition of Film Stock

Film Stock shall mean video tape stock, raw film stock, recorded video tape, negatives, exposed motion picture film, inter-positive, work prints, cutting copies, fine grain prints, sound tracks, tapes, transparencies, cells, artwork and software and related material used to generate computer images, used in connection therewith.

**EXCLUSIONS:** This coverage does not insure against loss directly or indirectly caused by or resulting from:

- a. Deterioration, atmospheric dampness or changes in weather conditions, exposure to extreme temperatures, unless due to a peril otherwise covered and unless not within the control of the insured.
- b. Damage to or destruction of negative film or tapes as defined in the insuring Agreement, paragraph 1 of this section, including duplicate work prints or out-takes, caused by or resulting from intentional acts of the Insured or at the direction of the insured.
- c. Deliberate Exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recordings or reproduction of such videotape recordings.
- d. Errors or Omissions by the production crew due to non-compliance with the instructions or specifications of the material or equipment used in the production or in the accepted standards of industry practice. The exclusion applies in particular in errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera, lens, raw film or tape stock, testing of raw film equipment or new techniques, and to experimental work.
- e. Delay in delivery of raw film or tape stock or
- f. X-rays, X-ray system, microscopic inspection devices, electromagnetic radiation.
- g. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- h. Consequential loss if any due to loss of or damage to raw stock.
- i. Delay, even though the delay be caused by a risk insured against.
- j. The use of faulty materials, faulty equipments, faulty editing, faulty developing, or faulty processing which would normally be covered under faulty stock extension.
- k. Exposure to light, deterioration, atmospheric dampness, or changes in temperature.
- l. Faulty manipulating or judgment of camera operator or assistants.
- m. Error(s) of judgment in exposure, lighting or sound recording.
- n. Use of incorrect type of camera, lens, and raw film stock or media software.
- o. Errors in machine programming or instructions to the machines including testing of raw film equipment or new techniques, and to experimental work.
- p. Consequential loss, if any, due to loss or damage to raw stock.
- q. This coverage will also not insure cut-outs, unused footage or library stock.

#### Warranty

1. The insured should warrant that artwork, drawings, software, and related material (hereinafter referred as "source material") used to generate computer images and animation cells will be retained until Insured's legal liability is exhausted or a production print has been completed or expiration of this coverage, whichever comes first.

2. If the source materials have been photographed, or used as intended in the production process, then damage to the source material will not be considered a loss hereunder, except to the extent that the property covered in Paragraph 1 is damaged and insured has complied with the above.
3. Insured shall not accumulate for shipping undeveloped exposed negative for a period in excess of three (3) shooting days or five (5) consecutive days, whichever is less, unless agreed by the Company in writing.

Failure to fulfill this warranty shall release this company from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

#### Special Conditions

- a. It is represented by the insured that all materials described in the **Definition of Film Stock** including artwork and drawings, software, and related material used to generate computer images as well as unused footage are to be kept until completion of the negative production print or duplicate tape. Damage to any of these materials and drawings which have already been photographed and for which satisfactory negative film exists shall not result in a loss under this policy unless the corresponding negative film is also damaged requiring reproduction of the materials as well as of the film.
- b. In case of transfer from negative to video, or of any other change of format, it is warranted that the insured produces a Production print of the negative prior to such transfer or change of format.

#### SECTION - 4: EXTRA EXPENSES

The company agrees subject to other terms conditions & exclusions hereunder this policy to pay extra expenses (not including loss of earnings or profit) necessarily incurred by the insured in the event of the interruption postponement of the insured production schedule as a direct result of:

- a) Accidental Death of the named cast/technician as covered in sec 1
- b) Non-appearance of named cast/ technician on the schedule of shooting due to natural calamity or accident or critical illness. This cover starts only 7 days prior to the shooting schedule.
- c) Loss, damage, destruction of property, sets, wardrobes costumes equipments caused by the perils covered under sec. 2 used by the Insured in connection with an insured production & occurring during the terms of cover.
- d) Accidental external damage to the negatives already exposed.
- e) Break down of important equipment during the schedule.
- f) Fire & Allied Perils including Earthquake, Storm, Tempest, Typhoon, Flood & Inundation
- g) Death of Current Chief Minister where shooting is taking place, Death of Prime minister of Republic of India, Death of President of India

**DEFINITION OF LOSS :** Loss as used in this coverage shall mean any extra expenditure incurred by the insured in completion of an insured production over & above the expenditure which, but for the happening of any one or more of the occurrences specified herein would have been incurred in completing said production or such actual expenditure incurred by the insured in an insured production as shall be rendered entirely abortive and valueless directly by reason of the happening of an occurrence or occurrences as specified herein. Extra expenses refer to the same costs defined in insurable production cost

#### EXCLUSIONS:

The coverage does not insure against loss directly or indirectly covered by or resulting from non-appearance of the named artists/ technicians in the schedule due to

1. Such person taking part in flying other than as a passenger
2. Any insured person(s) taking part in any hazardous stunt, or any hazardous special effect without the written consent of the Company

3. The inability of any insured female to perform as a result of pregnancy, menstruation, childbirth or condition pertaining thereto
4. Allergies or facial herpes when the insured person has a history of suffering from such allergies or facial herpes prior to the production
5. Any insured person(s) less than nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria
6. Any person(s) under six (6) years of age or over the age of sixty five (65) years of age.
7. Loss of money, securities or other consideration surrendered as a ransom payment by the insured as a result of kidnapping or alleged kidnapping.
8. Actual and /or threat of Epidemic & pandemic situation(s)
- f. 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:
- g. The Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;
- h. Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

#### Special Exclusions Applicable to Section 5

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:

- a. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement;
- b. Any accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision;
- c. 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;
- d. 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;
- e. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs;
- f. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from;
- g. 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 other than the following:
- h. 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;
- i. Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- j. 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;
- k. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- l. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft;
- m. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises;
- n. 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;
- o. 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;

#### SECTION - 5: Public Liability – Property & Personal

The Company will indemnify the Insured against its legal liability (including Defense 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, defense 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 Defense Costs will reduce the Limit of Indemnity.

#### Special Conditions Applicable to Section 5

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:

- a. Any claim made against the Insured during the Policy Period; and/or
- b. 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
- c. 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, defense 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 defense of any claim, the Company may in its sole and absolute discretion relinquish the same.
- d. 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.
- e. 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.

- p. The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage;
- q. Bodily Injury and/or Property Damage occurring prior to the retroactive date (if any) specified in the Schedule;
- r. Pollution of any kind;
- s. Product liability ;
- t. Any claim made, threatened or intimated against the Insured prior to the Policy Period;
- u. Any claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim;
- v. Liability more specifically insured elsewhere;
- w. Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal;
- x. Any claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance;

- h) sequential loss if any due to loss of or damage to raw stock.

**SECTION - 7: 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	As follows
Loss of sight of both eyes	100%
Loss of sight of one eye and physical separation of or the loss of ability to use either one hand or one foot	100%
Loss of One arm and one foot	100%
Loss of An arm at the shoulder joint	75%
Loss of An arm above the elbow joint	70%
Loss of A hand at the wrist	50%
Loss of An arm beneath the elbow joint	60%
Loss of A leg above mid-thigh	75%
Loss of A leg up to mid thigh	60%
Loss of A leg up to beneath the knee	50%
Loss of A leg up to mid-calf	45%
Loss of A foot at the ankle	40%
Loss of Permanent Loss of sight of one eye	50%
Loss of Hearing of both ears	75%

**SECTION - 6: NEGATIVE FILM INSURANCE – POST PRODUCTION**

The company hereby agrees subject to other terms, conditions & exclusions herein contained in this policy to pay the insured for such loss/damages sustained by them as a result of damage to negatives due to fire and allied perils including burglary, Act of God peril, Natural calamities or accidental external damage (direct physical loss or damage to the property from any external cause) to the property described under this Section subject to the exclusions mentioned herein. The coverage under this Section shall cease on the date on which a production print and/or duplicate tape has been completed or after the expiry of 3 days/7 days from the date of completion of respective shooting in the case of local shootings/outstation shootings respectively. This coverage does not insure back up tapes, cutouts, unused footage or library stock.

**EXCLUSIONS:** This coverage does not insure against loss directly or indirectly caused by or resulting from:

- a) Deterioration, atmospheric dampness or changes in weather conditions, exposure to extreme temperatures, unless due to a peril otherwise covered and unless not within the control of the insured.
- b) Damage to or destruction of negative film or tapes as defined in the insuring Agreement, Section 3 paragraph 1, including duplicate work prints or out-takes, caused by or resulting from intentional acts of the Insured or at the direction of the insured.
- c) Deliberate Exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recordings or reproduction of such videotape recordings.
- d) Errors or Omissions by the production crew due to non-compliance with the instructions or specifications of the material or equipment used in the production or in the accepted standards of industry practice. The exclusion applies in particular in errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera, lens, raw film or tape stock, testing of raw film equipment or new techniques, and to experimental work.
- e) Delay in delivery of raw film or tape stock or
- f) X-rays, X-ray system, microscopic inspection devices, electromagnetic radiation.
- g) Unexplained or mysterious disappearance or shortage found upon taking of inventory.

**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 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.
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

**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 (total / partial), 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.

**SECTION - 8: CASH IN TRANSIT**

The Company will indemnify the Insured for 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.

**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;

**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 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.
7. any loss of or damage to any property, whether belonging to the Insured, an employee or any third party.
8. any personal or bodily or mental injury or suffering of any description.
9. any loss not discovered within a period of 72 hours after its occurrence.

**SECTION - 9: DEFINITIONS**

**1. Definition of Insured:**

The unqualified word "Insured" wherever used in this policy includes the Named Insured and any officer, stockholder, director or employee thereof while acting within the scope of their duties as such and if the Named Insured is a partnership the unqualified also includes any partner, therein but only with respect to his liability as such.

**2. Definition of Production:**

Production as used in this policy shall mean any Motion Picture or Television Production, or a Series of Television Episodes, or any other production on film or tape which has been declared onto this policy.

### 3. Definition of Production Cost:

- A. The term "Production Cost" as used in this policy shall mean all costs chargeable directly to a declared production and which have been budgeted for in the budget submitted to the Company. It shall also include any loss paid under Sections 1 (Cast), II (Negative/Faulty), or IV (Extra Expense).

#### 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 equipment,
- 3) Premiums paid for this insurance policy, interest paid on loans, and personal property taxes,
- 4) Talent, services of facilities provided by other and not included in the Insured budget for any insured production,

Shall not be included.

However, the Insured 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 the policy may not be included in the Production Cost for that Section.

- B. As respect to Cast Insurance and Extra Expense only, the term "Production Cost" does not include any costs incurred after completion of Principal Photography of each production.
- C. In determining costs chargeable directly to the production, any compensation for services rendered which the Insured, may owe or has paid to any partner, officer, or corporate director shall not be included except as part of overhead, unless services rendered by such individuals are in the capacity of producer, director, writer, actor, or of a similar nature, the cost of which is specifically and directly related to the production.

### 4. Definition of Territorial Limits

This policy applies to Indian Territory only unless extended to World Wide by the Insurer in writing on the request of the Insured.

### 5. Definition of Terrorism

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.

### 6. Definition of Policy period

Policy period means Period mentioned on Policy schedule.

## SECTION – 10: INSURED'S OBLIGATIONS

### 1. Due Diligence

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or any circumstance likely to give rise to a claim insured under this policy. The insured shall at all times maintain records of all expenses incurred by him/her and observe due diligence during the entire policy period.

### 2. Contract Terms Requirement

All the coverage afforded under this policy are subject to the provision that all contract terms for performance services, use of facilities, property, equipment and supplies are sufficiently longer than the Insured's original scheduled time for completion of a declared production so as to allow a reasonable margin of time to cover possible delay in completing a declared production.

### 3. Protection of Property

In case of loss, it shall be lawful and necessary for the Insured or their factors, servants and assigns, to sue, labour, and travel for, in and about the defence, safeguard and recovery of the property

insured hereunder, or any part thereof, without prejudice to this insurance, nor shall be the acts of the Insured or the Company in recovering, saving and preserving the property insured, in case of loss, be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interest.

### 4. Abandonment of Property

There can be no abandonment of any property to the Company unless specifically provided herein to the contrary.

### 5. Declaration

The Insured agrees to declare to the Company the particulars of each production declared under this policy as well as of any material increase in the risk and hazards affecting any declared production, including but not limited to an increase of the budget or of the number of episode of a Television series.

### 6. Duty to Declare

The insured shall advise the Company of the exact date of completion of the shootings of the declared productions within 7 days of such completion. In the event that the shooting of the insured production is not completed by the termination of coverage the insurance afforded by this policy shall upon prior notification and acceptance by the Company be extended until the completion of the shooting schedule.

### 7. Concealment or Misrepresentation

Coverage for any declared production is void if the Insured intentionally conceals or misrepresents any material fact or circumstances relating to this insurance or to a loss at any time.

### 8. Access to Records and Examination Under Oath

The Company or its authorized representatives shall have access to all accounts, contracts, invoices and records of the Insured relating to any declared production at all times during the terms of this policy or while a claim is pending, at such reasonable time and place as maybe designated by the Company or its representatives. The Insured as often as may be reasonably required shall submit, and so far as within their power cause all other persons interested in any such declared production and their employees to submit, to examination under oath by the Company or its representatives. No such examination under oath or examination of books or documents, nor any other act of the Company or its representative in connection with the investigation of any claim hereunder, shall be deemed a waiver of any defence which the Company might otherwise have with respect to any claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

### 9. Inspection

The Company shall be permitted but not obligated to inspect the named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, and the same shall not commit or obligate the Company in any manner whatsoever.

### 10. Time Limitation Suit

In no case whatsoever shall the Company be liable for any loss or damage, after expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

### 11. Condition of Average

If the value of the property declared for Insurance under Section II, III and IV is at the time of any loss or damage be found to be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rate able proportion of the loss accordingly.

## **SECTION – 10: GENERAL EXCLUSIONS**

### **1. Uninsured Event Exclusion**

If any uninsured event occurs before, concurrently with or after the happening of an insured event and directly or indirectly causes or in any way contributes to cause a loss as defined herein under the terms of this policy, then the portion of any such loss so contributed to by the uninsured event shall not be a loss recoverable hereunder.

### **2. Consequential Loss**

Any consequential loss or damage which the Insured may suffer by reason of claims by third parties for failure of the Insured to fulfil any contract is hereby excluded.

### **3. War Risk and Governmental Authority and Civil Commotion Exclusion**

The company shall no liable for any loss caused directly or indirectly.

- 3.1 Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack,
  - a. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using, military, naval or air forces; or
  - b. by military, naval or air forces, or
  - c. by an agent of any such, government power authority or forces;
- 3.2 Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- 3.3 Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
- 3.4 Seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- 3.5 Civil Commotion assuming the proportions of or amounting to a popular riot, martial law or the act of any lawfully constituted authority.

### **4. Nuclear Exclusion**

This Company shall not be liable for any loss or damage caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be caused by, contributed to, or aggravated by the peril(s) insured against in the policy; however, subject to the foregoing and all provisions of this policy.

Any loss, destruction, damages or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapon material is excluded.

### **5. Infidelity Exclusion**

This policy does not insure against loss or damage caused by or resulting from any fraudulent, dishonest, or criminal act(s) committed alone or in collusion with other by;

- 5.1 Any employee, officer, director, partner, trustee or any other authorized representative of the Insured, whether or nor such act(s) be committed during regular business house.

### **6. Dishonest Acts**

By the insured or their employee/cast/technicians/agents whether or not accruing during the hours of employment/contract. This shall also include any illegal activity by the above persons/parties violating any provisions of the law of the land.

## **SECTION – 11: LOSSES**

### **1. Notice of Loss**

The Insured shall immediately report in writing to the Company every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the Company within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

### **2. Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

If it clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this policy. If it hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

### **3. Stop Date Loss**

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

### **4. Pair and Set Clause**

In the event of loss or damage to:

- A. Any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.
- B. Any part of property covered consisting, when completed for use of several parts, the Company shall only be liable for the value of the part lost or damaged.

### **5. Property of Others**

The Company may adjust losses with the owners of lost or damaged property, if other than the Insured. If the Company pays the owners, such payments will satisfy the Insured's claims against the Company for the owner's property. The Company will not pay the owners more than their financial interest in the insured property. The Company at its own expense and within the applicable limits of liability, may also elect to defend the Insured against suits arising from claims of owners of property.

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

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

### **7. Subrogation**

The insured and any claimant under this policy shall at the expenses of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the company for the purpose enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the company shall be or would become entitled or subrogated upon the company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the company

### **8. Other Insurance (Not applicable for personal accident section of the policy)**

If at the time of the happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same property whether affected by the insured or not, then the Company shall not be liable to pay or contribute more than its rate able proportion of any loss or damage.

## 9. Payment of Loss

All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

## SECTION – 12: POLICY

### 1. Changes

This policy can only be changed by a written amendment that becomes part of the policy. An authorized representative of the Company must sign the amendment.

### 2. Cancellation

This insurance may be terminated at any time at the request of the insured, in which case the Company will retain the premium @25% of the policy premium for every 10% of completion of shooting based on the number of days of shooting given under the policy.

This insurance may also at any time be terminated at the option of the Company on 15 days notice to that effect being given to the insured, in which case the Company shall be liable to repay on rateable proportion of the premium for the unexpired term from the date of the cancellation subject to no claim being lodged on the policy.

## SECTION – 13: CLAIMS PROCEDURE

The Company 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 7 days in case of other sections and within 3 days for Death of main cast under the policy
  - 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 Company,
  - 1.4 take all steps to minimise or avoid any loss hereunder,
  - 1.5 provide the Company 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 Company at such reasonable time and place as may be designated by the Company 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 Company or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Company might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Company's 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.

## Grievance Redressal Procedures

Dear Customer,

At **Future Generali** we are committed to provide **"Exceptional Customer-Experience"** that you remember and return to fondly. We encourage you to read your policy & schedule carefully. We want to make sure the plan is working for you and welcome your feedback.

### What Constitutes a Grievance?

A "Grievance/Complaint" is defined as any communication that expresses dissatisfaction about an action or lack of action, about the standard service/deficiency of service from Future Generali or its intermediary or asks for remedial action.

**If you have a complaint or grievance you may reach us through the following avenues:**

	<b>24X7 Help-lines</b>	MTNL/BSNL :1800-220-233		<b>Email</b>	<a href="mailto:care@futuregenerali.in">care@futuregenerali.in</a>
		Others :1860-500-3333		<b>Website</b>	<a href="http://www.futuregenerali.in">www.futuregenerali.in</a>
	<b>GRO at each Branch</b>	Walk-in to any of our branches and request to meet the <b>Grievance Redressal Officer (GRO)</b> .			

### What can I expect after logging a Grievance?

- We will acknowledge receipt of your concern within 3 - business days.
- Within 2 - weeks of receiving your grievance, we shall revert to you the final resolution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of receipt of response.

### What do I do, if I am unhappy with the Resolution?

- You can write directly to our **Customer Service Cell at our Head office:**

	<b>Customer Service Cell</b>	<p><b>Customer Service Cell, Future Generali India Insurance Company Ltd.</b> Corporate &amp; Registered Office:- 12th &amp; 15th Floor, Tower 1, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013</p> <p>Please send your complaint in writing. You can use the complaint form, annexed with your policy. Kindly quote your policy number in all communication with us. This will help us to deal with the matter faster.</p>
---	------------------------------	---

### How do I Escalate?

While we constantly endeavor to promptly register, acknowledge & resolve your grievance, if you feel that you are experiencing difficulty in registering your complaint, you may register your complaint through the **IRDA (Insurance Regulatory and Development Authority)**.

- **CALL CENTER: TOLL FREE NUMBER (155255).**
- **REGISTER YOUR COMPLAINT ONLINE AT: [HTTP://WWW.IGMS.IRDA.GOV.IN/](http://WWW.IGMS.IRDA.GOV.IN/)**

### Insurance Ombudsman:

If you are still not satisfied with the resolution to the complaint as provided by our **GRO**, you may approach the Insurance Ombudsman for a review. The Insurance Ombudsman is an organization that addresses grievances that are not settled to your satisfaction. You may reach the nearest insurance ombudsman office. The list of Insurance Ombudsmen offices is as mentioned below.

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman 2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, <b>AHMEDABAD - 380 014</b> Tel: 079- 27546840 Fax: 079-27546142 E-mail: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Insurance Ombudsman, Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL - 462 023</b> Tel: 0755-2569201 Fax: 0755-2769203 E-mail: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Insurance Ombudsman, Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR - 751 009</b> Tel: 0674-2596455 Fax: 0674-2596429 E-mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
<b>CHANDIGARH</b>	Insurance Ombudsman, Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH - 160 017</b> Tel: 0172-2706468 Fax: 0172-2708274 E-mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
<b>CHENNAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI - 600 018</b> Tel:044-24333668 /5284 Fax: 044-24333664 E-mail: <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a>	Tamilnadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road, <b>NEW DELHI - 110 002</b> Tel: 011-23239633 Fax: 011-23230858 E-mail: <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajasthan
<b>GUWAHATI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge, S.S. Road, <b>GUWAHATI - 781 001</b> Tel:0361-2132204/5 Fax: 0361-2732937 E-mail: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman 6-2-46 , 1st Floor, Moin Court Lane, Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool, <b>HYDERABAD - 500 004</b> Tel: 040-65504123 Fax: 040-23376599 E-mail: <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam - a part of UT of Pondicherry
<b>ERNAKULAM</b>	Insurance Ombudsman, Office of the Insurance Ombudsman 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM - 682 015</b> Tel: 0484-2358759 Fax: 0484-2359336 E-mail: <a href="mailto:lokochi@asianetindia.com">lokochi@asianetindia.com</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
<b>KOLKATA</b>	Insurance Ombudsman, Office of the Insurance Ombudsman 4 <sup>th</sup> Floor, Hindusthan Bldg., Annexe, 4, C.R.Avenue, <b>KOLKATA - 700 072</b> Tel: 033-22124346 / (40) Fax: 033-22124341 E-mail : <a href="mailto:iombsbpa@bsnl.in">iombsbpa@bsnl.in</a>	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
<b>LUCKNOW</b>	Insurance Ombudsman, Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Road, Hazratganj, <b>LUCKNOW - 226 001</b> Tel: 0522 -2231331 Fax: 0522-2231310 E-mail: <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), <b>MUMBAI - 400 054</b> Tel: 022-26106928 Fax: 022-26106052 E-mail: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra, Goa

The list of Insurance Ombudsmen offices is posted on the website: [http://www.irdaindia.org/ombudsmen/ombudsmenlist\\_new.html](http://www.irdaindia.org/ombudsmen/ombudsmenlist_new.html)

