

## Reliance EventProtect Policy Wordings<sup>1</sup>

### PREAMBLE

**WHEREAS** the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Reliance General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the Rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy

### OPERATIVE CLAUSE

The Company hereby agrees, subject always to the terms, conditions, limitations and exclusions contained herein or endorsed herein to compensate the Insured/Insured Person(s) against their Ascertained Net Loss should any Insured Event(s) be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, which necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is the sole and direct result of a cause not otherwise excluded which occurs during the period of insurance and is beyond the control of both the Insured/Insured Person(s) and the Participants therein subject to maximum of Sum Insured specified in the Schedule of the Policy..

This Insurance also indemnifies the Insured/Insured Person(s) for proven additional costs or charges reasonably and necessarily paid by the Insured/Insured person(s) to avoid or diminish a loss payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished damage sustained due to operation of any of the Insured perils, to the extent and in the manner specified herein, subject to the maximum liability not exceeding the limit of Indemnity specified in the Schedule of this Policy.

### DEFINITIONS

**"Ascertained Net Loss"** means such amount in excess of any deductible stated in the Schedule as represents:

- Expenses as 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 Insured/Insured person(s) is able to effect to mitigate such loss.
- The reduction in Net Profit (when Net Profit is insured and stated in the Schedule) which the Insured/Insured person(s) can demonstrate to the Insurers would have been earned had the Insured Event(s) taken place.

**"Gross Revenue"** means all monies which would have been paid or payable to the Insured/Insured person(s) from every source arising out of the Insured Event(s) had a loss not occurred.

**"Expenses"** means the total of all kinds of budgeted costs and charges which would have been paid or payable to the Insured/Insured person(s) from every source arising out of the Insured event(s) had a loss not occurred.

**"Net Profit"** means the amount by which Gross Revenue exceeds Expenses.

**"Insured Event(s)"** means the event(s) stated in the Schedule.

**"Cancellation or Cancelled"** means the inability to proceed with the Insured Event(s) prior to commencement.

**"Abandonment or Abandoned"** means the inability to complete the Insured Event(s) once commenced.

**"Postponement or Postponed"** means the unavoidable rescheduling of the Insured Event(s) to another time.

**"Interruption or Interrupted"** means the inability of the Insured/Insured person(s) to keep open the Insured Event(s) after opening, followed by the reopening thereof.

**"Curtailment or Curtailed"** means the unavoidable partial closure of the Insured Event(s).

**"Relocation or Relocated"** means the unavoidable removal of the Insured Event(s) to another location.

**"Participant"** means any party who is contracted by the Insured/Insured person(s) to perform a function critical to successful fulfilment of the Insured Event(s).

**"Venue"** means the place(s) stated in the Schedule where the Insured Event(s) is to be held.

**"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.

## CONDITIONS PRECEDENT

The Insurers shall not be liable to pay any claim hereunder unless the Insured/Insured person(s) complies with the following Conditions Precedent:

The Insured/Insured person(s) has:

1. Truthfully declared all material facts likely to influence in determining:
  - whether or not to accept the risk or any subsequent amendment,
  - the premium,
  - the terms, conditions, exclusions and limitations,

having diligently made all necessary inquiries to establish those facts.

2. No 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. 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 Insured/Insured person(s) agrees that such information is material, and forms the basis of this Insurance and is incorporated herein.

## WARRANTIES

It is warranted that the Insured/Insured person(s) 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) in a prudent and timely manner.
3. Ensure that all necessary contractual arrangements have been made and confirmed in writing with the Insured/Insured person(s) and that all necessary authorisations like licences, permits and visas 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 Insurer from all liability under this Insurance.

## 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 Insurer to refuse payment of a claim or treat this insurance as though it had never existed.
2. The Insured/Insured person(s) 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/Insured person(s) shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
4. No other insurance shall be effected by the Insured/Insured person(s) to protect the interest insured hereunder without the prior written approval of the Insurer. In the event that such other insurance is effected, the Insurer reserve the right to amend the terms and conditions of this Insurance.
5. The Insured/Insured person(s) 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 Insured/Insured person(s) fail to do so then the Insurer 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 event.
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 unless otherwise stated in the Schedule.
8. The Insured/Insured person(s) shall maintain adequate records in connection with the subject matter insured hereunder.
9. All salvage, recoveries and payments due to the Insured/Insured person(s) 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 Insurer reserve 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 Insured/Insured person(s) or otherwise. In the event of any payment under this Insurance, the Insurer shall be subrogated to the extent of such payment to all the Insured/Insured person(s)'s rights of recovery and the Insured/Insured person(s) 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/Insured person(s) 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 Insurer.
13. If the Loss Payee is other than the Insured/Insured person(s), 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 Insurer to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Insurer' obligations to the Insured/Insured person(s) and Loss Payee(s) in connection with said loss(es).
14. Unless otherwise stated this Insurance shall be governed by the Indian Laws whose Courts shall have jurisdiction in any dispute arising hereunder.

#### 15. Claim Prodedure

It is a condition precedent to the Company's liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, the Insured shall undertake the following:

- a) As a matter of urgency give notice to the person(s) designated in the attached Schedule,
- b) Confirm the facts in writing as soon as possible, with all information that is available,
- c) Make no admission of liability without the prior written consent of the Insurer,
- d) Take all steps to minimise or avoid any loss hereunder,
- e) Provide the Insurer or their appointed representatives with:
  - i) all necessary assistance in a timely manner,
  - ii) all information required,
  - iii) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
- f) Prove the loss to the satisfaction of the Insurer,
- g) Forward immediately to the Insurer or their representatives any letter, writing or other document received in connection with any claim made under this Insurance.
- h) 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 Insurer at such reasonable time and place as may be designated by the Insurer or their representatives.

So far as is in their power the Insured/Insured person(s) 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 Insurer or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Insurer might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Insurer's liability.

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

J) Allow the Insurer the right, if they so wish, to:

- Take such steps as they deem necessary to prevent, mitigate or minimise a loss,
- Take over and conduct the defence or settlement of claims made against the Insured/Insured person(s) that are covered by this Insurance,
- Pursue all rights or remedies available to the Insured/Insured person(s) whether or not payment has been made hereunder.

k)

- On receipt of all required information along with the claim form, the Company shall appoint a Surveyor for assessing the loss/claim within 72 hours of the receipt of intimation from the Insured, if required
- The Insured shall allow the Surveyor to inspect the loss/damaged properties/goods. The Insured shall assist and not hinder or prevent the Surveyor in pursuance of his/her duties. The Insured shall not abandon the Insured property/items in the premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or the Surveyor.
- If the Company, on the receipt of a survey report, finds that it is incomplete in any respect, the Company shall require the Surveyor, under intimation to the Insured, to furnish an additional report on certain specific issues as may be required.
- The Surveyor on receipt of this communication shall furnish an additional survey report, as the case may be, the Company shall offer a settlement of the claim to the Insured. If the Company for any reasons to be recorded in writing and communicated to the Insured, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of the survey report or the additional survey report/documents, as the case may be.

## 16. Contribution

If there shall be existing any other insurance of any nature whatsoever covering the same Insured/Insured Person whether effected by the Insured/Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

## 17. Fraudulent Claim

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured/Insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no Court action or suit is commenced within twelve months after such rejection all benefits under this policy shall be forfeited.

## 18. Arbitration Clause

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 questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto 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 provision of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit under this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

## 19. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post or facsimile to-

- i) In case of the Insured/Insured Person, at the address specified in the Schedule to this Policy.
- ii) In case of the Company, to the Policy issuing office/nearest office of the Company.

## 20. Customer Service

If at any time the Insured/Insured Person requires any clarification or assistance, the Insured/Insured Person may contact the Policy issuing office of the Company at its address during normal office hours.

## 21. Grievances

In case the Insured/Insured Person is aggrieved in any way, the Insured/Insured Person may contact the Company at the specified addresses, during normal business hours or the Insured may also contact our customer service desk at 30338282.

## 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 Insured/Insured person(s)'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/Insured person(s) 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/Insured person(s) 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/Insured person(s) failing to:
  - Observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
  - 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.
  - Ensure that all necessary contractual arrangements with the Insured/Insured person(s) are made and confirmed in writing with the Insured/Insured person(s) 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/Insured person(s).
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.
  - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

- 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.
- Withdrawal, insufficiency or lack of finance howsoever caused,
  - The financial failure of any venture,
  - Lack of or inadequate receipts, sales or profits of any venture,
  - Variations in the rate of exchange, rate of interest or stability of any currency,
  - Financial default, insolvency, or failure to pay of any person, corporation or entity,
- Lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
- Lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.
19. 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.
20. Any communicable disease or threat or fear of communicable disease which leads to:
- The imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
  - Any travel advisory or warning being issued by a national or international body or agency.
21. National, court or religious mourning whether declared or not.
22. Any act of Terrorism and/or the threat thereof regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
23. 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.