

(Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai – 400 038)

RGICL/MI – 49/ Form3A

Reliance FilmProtect Policy

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 thereunder, 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 to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured / Insured Person(s) to the extent and in the manner specified herein, against any loss or damage to the property insured, injury sustained by any Insured Person and liability incurred by the Insured due to operation of any of the insured perils during the Policy period.

Definitions

"Accident" means any single fortuitous event or circumstance which is sudden, unforeseen and unexpected beyond the control of the Insured/Insured Person which occurs at an identifiable time and place.

"Burglary" means theft by forcible and violent means or following assault or violence or threat thereof, to the Insured and / or any of Insured's employees.

"Damages" means monetary sums (including the costs of the claimant) payable pursuant to civil judgments and/or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include any fines, penalties, punitive or exemplary damages, non-pecuniary relief, or taxes.

“Deductible” means the first amount payable by the insured in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance. The deductible forms part of and erodes the limit of liability.

“Employee” means any person who is engaged under a contract of service or apprenticeship with the Insured for the purpose of the Insured’s business.

“Hijack” means the wrongful holding under duress of any Insured Person cast member by any person or group of persons by taking control of mode of conveyance thereby causing disruption in the Insured Person cast member’s programme schedule relating to the Insured Production.

“Immediate Family Member” means the spouse, children, father, mother sister or brother of the Insured Person covered under the Policy.

“Insured” means:

1. the insured specified in the Schedule;
2. any stockholder, director or employee thereof while acting within the scope of their duties as such;
3. any partner in a partnership firm but only with respect to his liability as such.

“Insured Person” means any named or unnamed artist, technician, cast or crew member as specified in the Schedule contracted to work on the insured production.

“Insured Premises” means the place(s) named in the Schedule.

“Kidnapping” means the wrongful abduction and holding under duress or by fraudulent means of any Insured Person cast member by any person or group making a ransom demand or series of ransom demands for the release of the Insured Person.

“Limit of Indemnity” means the amount stated in the Schedule against each section of the Policy, which shall be the Company’s maximum liability under this Policy (regardless of the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Policy Period.

“Money” means both negotiable money and non- negotiable money as more clearly defined under Negotiable Money and Non Negotiable Money.

“Negative film and/or videotape” means raw film or tape stock, exposed film (developed or undeveloped), videotape, matrices, interpositives, positives, working prints, cutting copies, fine grain print, colour transparencies, cels, art work and drawings, and software and related material used to generate computer images, sound tracks and associated tapes, used, being used or to be used in connection with a production within territorial limits

“Negotiable Money” means cash, currency notes, uncrossed cheques including authenticated cheques, uncrossed warrants, uncrossed Postal and Money orders, current postage and revenue stamps, National Savings Certificates, Gift Tokens, Bills of Exchange, Securities for Money, Phone Cards and Mobile Phone Vouchers for use by the Insured or any partner, Director or employee of the Insured in connection with the Insured’s business, sodoxho passes and unexpired units in Franking Machines all belonging to the Insured or for which the Insured has accepted responsibility.

“Non-Negotiable Money” means crossed warrants, crossed cheques, crossed Postal and Money Orders, crossed Banker’s Drafts, Premium Bonds, Saving Bonds, judicial or non judicial stamps/ stamp papers, VAT purchase invoices and Credit/Debit Card Sales Vouchers all belonging to the Insured or for which the Insured has accepted responsibility.

“Period of Insurance” means the period between the commencement date and the expiry date shown in the Schedule.

“Permanent Total Disability” shall mean accidental bodily injury which shall be the sole and direct cause of the total and irrecoverable loss of:

- sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot,
- use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot.

“Policy” means the proposal, the Schedule, this policy document, and any endorsement attaching to or forming part thereof, either at inception or during the Policy Period.

“Political risk” mean eventualities in the nature of Local Bandh, State Bandh, Nation Bandh, or Curfew.

"Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property.

"Principal Photography" means the filming of the Insured Production, which commences on the date of commencement as specified in the Schedule and ends when the filming is complete on the date of completion as specified in the Schedule.

"Production" means any motion picture or television production, or a series of television episodes, or any other production on film or tape, which is within territorial limits and more fully described in the Schedule.

"Production Cost"

Production costs means all costs chargeable directly to a production and which have been budgeted for in the budget submitted to the Company, including such amount of overhead as may be declared therein by the Insured. The costs of the following are however excluded:

- a) the underlying rights and materials including story, scenario, music rights, sound rights, royalties;
- b) permanent sets, owned wardrobe, owned props, owned equipment;
- c) premiums paid for this Policy, interest paid on loans, and personal property taxes;
- d) talent services or facilities provided by others and not included in the Insured's budget for any Insured Production.

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 insured Section of the Policy may not be included as a production cost.

In respect of insured Sections I and III, production cost does not include any costs incurred after completion of principal photography of each production.

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.

"Reinstatement Value" means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.

"Strikes" mean and include protests, strikes, bandhs, rioting, etc.

"Safe" means and includes cupboards, almirahs and cash boxes made of steel and of standard make secured with standard locking system.

"Schedule" means the Schedule attached to and forming part of this Policy mentioning details of the Insured/ Insured Persons and other items covered under the Policy as well as the Sum Insured, the period and the limits to which benefits under the Policy are subject to.

"Sum Insured" means the maximum amount of coverage, as specified in the Schedule against each Section, that the Insured is entitled to in respect of each benefit and as applicable under this Policy.

"Territorial Limits" Anywhere in India or as otherwise declared in the schedule.

Section I - Cast Insurance

The Company shall indemnify the Insured for loss due to the remuneration paid to the named Insured Person cast member(s) as shown in the budgeted production cost submitted to the Company, upto the Sum Insured specified in the Schedule, in the event of:

1. Death of the named Insured Person cast member
2. Named Insured Person cast member being diagnosed as contracting any illness or sickness or sustaining accidental injury leading to hospitalization
3. Kidnapping of the named Insured Person cast member

Provided such an event has necessarily and permanently prevented the commencement, continuation or completion of the named Insured Person's duties as a cast member in the insured production.

The cover under this Section is to expire for each named Insured Person cast member, on the completion of their respective duties or performance in the insured production or on the expiry of the Policy whichever is earlier.

Extension of Production Period

In the event that the Insured Production has not been completed by the termination date as specified in the Schedule the coverage under this Section, upon prior notification and acceptance by the Company, can be extended until completion of insured production, subject to the payment of additional premium.

Limit of liability and Deductible

The Company's limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the insured production.

The deductible, as specified in the Schedule will be applicable on each separate claim under this Section.

Special Condition

The named Insured Person cast member shall be in sound physical condition and good health immediately prior to the inception of risk.

Special Exclusions

The Company shall not be liable to pay for any claim in respect of:

1. Any pre-existing condition/disease/illness/disability / accidental injury.
2. Death, disease, illness, disability or injury
 - a. Due to mental disorders.
 - b. Caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
 - c. Treatment of obesity, general debility, convalescence, run down condition or rest cure, congenital external illness, defects or anomalies, sterility, venereal disease or intentional self-injury and use of intoxicating drugs/alcohol.
 - d. The inability of the insured female to perform as a result of pregnancy, Menstruation, Child Birth or Condition and/or Consequence pertaining thereto.
 - e. From intentional self-injury, suicide or attempted suicide.
 - f. Self exposure to needless perils except in an attempt to save human life.
 - g. Whilst under the influence of liquor or drugs or other intoxicants.
 - h. Whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - i. Directly or indirectly, caused by venereal disease, AIDS or insanity.
 - j. Any person(s) committing any breach of the law irrespective of the awareness or unawareness of the existence of any such legislation(s), accused as criminal and is under interrogation and or arrest by the judiciary.
 - k. Whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
 - l. Caused by Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing,

- abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
- m. Caused by Insured Person(s) taking part in any hazardous stunt(s).
3. Any payment in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with the kidnapping of the Insured Person:
- a. Due to any fraudulent, dishonest or criminal act by an identifiable employee of the Insured/Insured Person, acting alone or in collusion with others.
- b. If the Insured Person has suffered a kidnapping or an attempted kidnapping in the past.
4. Loss of money, securities or other consideration surrendered as a ransom payment by the Insured/Insured Person as a result of kidnapping or alleged kidnapping and/or abduction or alleged abduction.
5. Any exclusion stated in the General Exclusions Section of this Policy.

Section II – Negative film and videotape

What is covered

The Company shall indemnify the Insured for loss or damage the Insured shall sustain as a result of damage to Negative Film and/or Videotape used in connection with the Insured Production by insured perils mentioned below whilst in operation, storage and transit.

Basis of Valuation

The Sum Insured for the property insured will be based on the market value of the property at the time of occurrence of any loss or damage, unless specifically agreed, between the Company and the Insured, to be on the basis of reinstatement value of the property insured.

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.

Terms of Coverage

Coverage under this Section shall commence on the date declared in the proposal form as the start date of coverage under this Section and as specified in the Schedule. Unless otherwise endorsed, the coverage under this Section shall continue until

- (a) the date on which a Protection Print and/or Duplicate Tape has been completed (an extension of up to 24 hours will be allowed to store it in an area physically separated from the original negative and/or tape); or
 - (b) thirty (30) days after completion of Post Production; or
 - (c) until the expiration date of this Policy; or
 - (d) Cancellation,
- whichever shall occur first.

Extension

This Section can be extended to pay for losses or damage cost by:

1. Fogging or the use of faulty materials
2. Faulty cameras or videotapes recorders
3. Faulty sound equipment or sound track
4. Faulty developing, editing or processing
5. Cutting, physical editing, cueing or other laboratory work or accidental erasure of videotape recordings or sound track.
6. Accidental exposure to light.

Insured Perils:

On All Risk Basis including but not restricted to following

- 1) Fire and allied perils,
- 2) Earthquake,
- 3) Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation,
- 4) Riot, strike and/or malicious damage, civil commotion
- 5) Act of God perils,
- 6) Natural calamities,
- 7) Impact damage,
- 8) Political Strike,
- 9) Burglary, Housebreaking, theft, larceny, robbery
- 10) Breakdown, mechanical/electrical/electronic derangement, accidental damage
- 11) Unseasonal Rain and Weather (if additionally covered) – Based on Metrological Department report/paper cutting.

Limit of liability and Deductible

The Company's limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the Insured Production.

The deductible, as specified in the Schedule will be applicable on each separate claim under this Section.

Special Exclusions

This Section shall not cover any loss or damage due to:

1. 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.
2. Damage to or destruction of negative film and/or videotape, including duplicate work prints or out-takes, caused by or resulting from intentional acts of the Insured, or at the direction of the Insured whether express or implied.
3. Deliberate exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recording or reproduction of such videotape recordings.
4. 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 the accepted standards of industry practice, including errors of judgement 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.
5. Delay in delivery of raw film or tape stock.
6. X-rays, X-ray system, fluoroscopic inspection devices, electromagnetic radiation.
7. Damage to any of the materials described in the insuring agreement including artwork and drawings, software and related material used to generate computer images as well as unused footage which have already been photographed and for which satisfactory negative film exists unless the corresponding negative film is also damaged, requiring reproduction of the materials as well as of the film.
8. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
9. Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electric currents artificially generated, within the property or facilities used by the Insured in connection with production, unless fire ensues and in such cases liability shall be limited to that portion of the loss caused by such ensuing fire.
10. 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.
11. Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open.
12. Consequential loss or legal liability of any kind. Loss or damage due to or contributed by the Insured having caused or suffered anything to be done whereby the risk hereby insured against was unnecessarily increased.

13. Loss due to misfortune from any fortuitous cause unless specifically specified.
14. Any exclusion stated in the General Exclusions Section of this Policy.

In any action suit or other proceeding where the Company alleges that by reason of the above provisions, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

Section III - Property

Section IIIA - Props/ Set/ Wardrobes

This sub-section covers payment to or on behalf of the Insured the value of props, sets, scenery, costumes, wardrobe and similar theatrical property owned by the Insured, or which is the property of others for which the Insured is legally responsible, and which is lost, damaged or destroyed during the period of insurance, due to any of the insured perils named below, while such property is used or to be used in connection with the insured production.

Section IIIB - Miscellaneous Equipment

This sub-section covers payment to or on behalf of the Insured the value of cameras, camera equipment, sound and lighting equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment, mobile dressing room and honey wagon trailer units, and similar miscellaneous equipment, owned by the Insured, or which is the property of others for which the Insured is legally responsible, and which is lost, damaged or destroyed during the period of insurance due to any of the insured perils named below, while such property is used or to be used in connection with the Insured Production.

Basis of Valuation

The Sum Insured for the property insured will be based on the market value of the property at the time of occurrence of any loss or damage, unless specifically agreed, between the Company and the Insured, to be on the basis of reinstatement value of the property insured.

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.

Insured Perils:

On All Risk Basis including but not restricted to following

- 1) Fire and allied perils,
- 2) Earthquake,

- 3) Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation,
- 4) Riot, strike and/or malicious damage, civil commotion,
- 5) Act of God perils,
- 6) Natural calamities,
- 7) Impact damage,
- 8) Political Strike,
- 9) Burglary, Housebreaking, theft, larceny, robbery,
- 10) Breakdown, mechanical/electrical/electronic derangement,
accidental damage
- 11) Unseasonal Rain and Weather (if additionally covered) – Based on Metrological
Department report/paper cutting.

Limit of liability and Deductible

The Company's limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the Insured Production.

The deductible, as specified in the Schedule will be applicable on each separate claim under this Section.

Property Excluded

- a) Animals, plant life (unless used as part of a theatrical set), accounts, bills, currency or money, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports and railroad, airline or other tickets.
- b) Antiques, Objects of Art, Jewellery, and Valuables, back up tapes, cut outs, unused footage or library stock.
- c) Permanent buildings or structures, including but not limited to, improvements and betterments. This exclusion does not apply to buildings or structures constructed in connection with a production.
- d) Furniture and fixtures which are not used or intended to be used as part of a theatrical set.
- e) Aircraft (including gliders and hang-gliders), watercraft, railroad cars or equipment, motorcycles, motor vehicles or other motorised conveyances, except (1) while being used as part of a theatrical set and not in motion, or (2) while in transit to and from a set and not being self-propelled.
- f) Negative film and videotape unless used as a prop on a theatrical set.
- g) Personal property owned by the Insured and not mentioned for cover under this Policy and utilized during the principal photography of the declared production

- h) Damage directly or indirectly caused by or resulting from theft from any vehicle while such vehicle is unattended, unless at the time of such theft the windows, doors and compartments of the vehicle are securely closed and locked and all items contained therein are not visible from outside and such theft results from forcible entry. This exclusion shall not apply to property in the custody of carriers for hire.

Special Exclusions

This Section shall not cover any loss or damage due to:

1. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, structural defect, inherent vice gradual deterioration, depreciation, insects, vermins or rodents, corrosion, rust, deterioration due to dampness or dryness of atmosphere, extremes or change of temperatures, shrinkage, evaporation, loss of weight, contamination or leakage of contents unless caused by peril not otherwise excluded.
2. Any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process, performed or undertaken by the Insured or on behalf or at the direction of the Insured except with respect to ensuing loss caused by or resulting from fire or explosion.
3. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
4. Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electric currents artificially generated, within the property or facilities used by the Insured in connection with production, unless fire ensues and in such cases liability shall be limited to that portion of the loss caused by such ensuing fire.
5. Damage to or destruction of the property caused intentionally by the Insured or at the direction of the Insured whether express or implied.
6. 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.
7. Loss due to misfortune from any fortuitous cause unless specifically specified
8. Any exclusion stated in the General Exclusions Section of this Policy.

In any action suit or other proceeding where the Company alleges that by reason of the above provisions, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

Special Condition (Applicable to this Section)

Pair and Set Clause

In the event of loss or damage to:

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.

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.

Section IV – Extra Expenses

What is Covered:

The Company shall pay extra expenses over and above the budgeted production cost (not including the loss of earning or profits) necessarily incurred by the Insured in the event of the interruption, postponement, re-scheduling or re-shooting, cancellation or abandonment of the Insured Production as a direct result of

1. Contingencies covered under Sections I, II and III of this Policy for which payment shall have been made or liability admitted thereunder.
2. Inability of the named Insured Person cast member under Section I of this Policy to reach the location of the Principal Photography due to
 - a. Any illness or sickness or sustaining accidental injury leading to hospitalization beyond 72 hrs to a maximum duration as specified in the Schedule.
 - b. Death of an immediate family member limited to number of days as specified in the Schedule.
 - c. Kidnapping or Hijacking of the named Insured Person limited to number of days as specified in the Schedule.
 - d. Act of God Perils.
 - e. Riots, Strikes, Civil Commotion, Malicious Damage.
 - f. Political Strike.
 - g. Unseasonal Rain & Weather Cover (if additionally covered) – Based on Metrological Department report/paper cutting.
 - h. Delay of common carrier for more the specified number of hours from the scheduled time.
 - i. National Mourning (President, Vice president and Prime minister).
3. The location(s) wherein the Insured Production is scheduled to take place being affected by
 - a. Act of God Perils.
 - b. Riots, Strikes, Civil Commotion, Malicious Damage.

- c. Political Strike.
- d. Unseasonal Rain & Weather Cover (if additionally covered) – Based on Metrological Department report/paper cutting.
- e. Delay of common carrier for more the specified number of hours from the scheduled time.
- f. National Mourning (President, Vice president and Prime minister).

Limit of liability and Deductible

The Company's limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the Insured Production.

The deductible, as specified in the Schedule will be applicable on each separate claim under this Section.

Special Exclusions

The Company shall not be liable under this Section to

1. Special Exclusions as stated under Sections I, II or III.
2. Delay of the common carrier due to:
 - a. Changes in plans by the Insured/Insured Person for any reason.
 - b. Adverse change in financial circumstances of the Insured/ Insured Person.
 - c. Any business or contractual obligations of the Insured/Insured Person.
 - d. Default by the person, agency, or tour operator from whom the Insured / Insured Person obtained this Policy and/or made travel arrangements.
 - e. Any government regulation or prohibition.
 - f. An event or circumstance, which occurs prior to the commencement of the period of insurance.
3. Any exclusion stated in the General Exclusions Section of this Policy.

Special Conditions:

Applicable to all sections from Section I to Section IV

1. All the materials described in the insuring agreement 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.

The cover to the negative film shall apply only until the release date as mentioned by the Insured in the proposal form. Such release date as communicated by the Insured to the Company shall not be the subject to any change of any nature and / or manner whatsoever unless such change is by or due to interruption, cancellation, postponement, re-scheduling or re-shooting, abandonment must be caused by and / or necessitated due to insured peril(s) only as have been stated in the Policy herein.

In the event of the non release of the declared production due to any reason of any nature and / or manner whatsoever other than the insured peril(s) this Policy shall in its complete and entirety, expire on the date communicated by the Insured to the Company as the release date or such extended date, if any, as mentioned in the abovementioned paragraph without making the Company liable for any loss of any manner and / or nature whatsoever for all future times.

2. The cameras, lenses and related equipment are fully tested and proved to be in sound working condition for the purpose it is intended to be used at the commencement of the filming or taping of any Insured Production, in accordance with the highest standards of the industry practice.
3. In case of transfer from negative to video or of any other change of format it is warranted that the Insured produces a protection print of the negative prior to such transfer or change of format.

Section V - Money

What is covered:

This Section covers loss of money relating to Insured due to accident or misfortune

1. while in transit,
2. from safe,
3. from till.

Warranty:

1. It is warranted that the Insured shall maintain and keep a complete account of money in a safe, cupboard or cash box under lock and key at places other than the place where the money covered is kept. The liability of the Company shall be limited to the account actually shown by such records not exceeding the Sum Insured stated in the Schedule.
2. It is also warranted that money collected by the Insured or the authorised employee/s of the Insured whilst in transit to the Insured's business premises location/premises which is in use or

will be in use for the Principal Photography of the Insured Production or Bank shall not remain in their personal custody for more than 48 hours.

Special condition:

The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings and in the event of any or all of the money being recovered it shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total money lost.

Special Exclusions:

This Section does not cover:

1. Shortage of money due to error or omission.
2. Loss of money entrusted to any person other than Insured, authorised employee of Insured or directors.
3. Loss arising from fraud or dishonesty of any director or cash carrying employee of the Insured unless such loss is discovered within 48 hours of its occurrence.
4. Loss of money extracted from safe following the use of key to the said safe or any article therefrom belonging to the Insured unless such key has been obtained by assault or threat thereof.

Reinstatement of Sum Insured (Applicable for Sections II, III, IV and V)

Position after the Claim:

- a. After a claim is paid to the Insured under this Policy the Sum Insured of this Policy shall stand reduced to the extent of the amount paid as claim.
- b. The Insured has the option of reinstating the value of Sum Insured under the Policy to the original Sum Insured under the Policy by payment of additional premium to the Company.
- c. Replenishment of value will be done only after the Company receives a written request from the Insured and premium is paid therefor.

At all times during the period of this Policy the cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, a pro-rata premium for the unexpired period from the date of such loss to the expiry of Policy period for the amount of such loss shall be payable by the Insured to the Company.

Where after a claim under the Policy, if the Sum Insured is not reinstated, the liability for any subsequent claim shall be limited to the balance available Sum Insured under the Policy.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the Company's right for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises the option not to reinstate the Sum Insured as above.

Section VI - Personal Accident

What is Covered

This Section provides for compensation to the Insured Person towards bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement within 12(twelve) calendar months of occurrence of such injury.

1. It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused solely and directly by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person's dead body to the place of residence, subject to a limit specified in the Schedule.
2. It further provides for, in the event of death or permanent total disablement of the Insured Person caused solely and directly by accidental, violent, external and visible means, compensation towards Education Fund for dependent children as below:
 - a. If the Insured Person has one dependent child below the age of 21 years who is pursuing studies, an amount upto the limit, specified in the Schedule.
 - b. If the Insured Person has more than one dependent child below the age of 21 years who are pursuing studies, an amount upto the limit, specified in the Schedule.

Provided that the age limit of 21 years shall apply as on date of accident and not at the beginning of the Policy year.

3. Upon payment of additional premium, this Policy can be extended to cover medical expenses as compensation, upto Sum Insured as specified in the Schedule, in settlement of a valid claim under the Policy.

Capital Sum Insured

The Capital Sum Insured (CSI) is the maximum liability of the Company under this Section.

Basis of settlement

Subject to the Capital Sum Insured (CSI) being the maximum liability of the Company under this Section, the Company shall pay to the Insured / Insured Person(s) the sum or sums as set forth in the Table of Benefits below:

Table of Benefits	Percentage of Capital Sum Insured (CSI)
1. Death	100 %
2. Total and irrecoverable loss of (i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot. (ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100 % 100 %
3. Total and irrecoverable loss of The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot. Use of a hand or a foot without physical separation	50 % 50 %
For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	
4. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	100 %
5. Total and irrecoverable loss of various parts as given below:	
	Percentage of Capital Sum Insured
Loss of toes – all	20%
Loss of toes great - both phalanges	5%

Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing – both ears	75%
Loss of hearing – one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb – both phalanges	25%
Loss of thumb – one phalanx	10%
Loss of index finger – three phalanges or two phalanges or one phalanx	10%
Loss of middle finger – three phalanges or two phalanges or one phalanx	6%
Loss of ring finger - three phalanges or two phalanges or one phalanx	5%
Loss of little finger - three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals – first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	Percentage as assessed by a panel doctor of the Company

Notwithstanding anything contained in the Policy, the Company shall not be liable for compensation under more than one of the items (1) to (5) hereinabove, in the same period of disablement of the Insured Person.

Special Exclusions

Provided always that the Company shall not be liable under this Section for:

1. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under item (1) of the Table of Benefits hereinabove.
2. Any existing disablement.
3. Payment of compensation in respect of death, injury or disablement of the Insured Person(s) (i) from intentional self injury suicide or attempted suicide, (ii) whilst under the influence of intoxication, liquor or drugs , (iii) whilst engaging in Aviation or whilst mounting into, dismounting from or travelling in any aircraft anywhere in the world (iv) directly or indirectly, caused by venereal diseases or insanity, (v) arising or resulting from the Insured/ Insured Person(s) committing any breach of law with criminal intent (vi) whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.

4. Death or disablement resulting directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

Section VII – Legal Liability

Specific Definition

“Bodily injury” means death, disease, illness, physical and mental injury of or to an individual.

What is Covered

This Section covers those sums that the Insured become legally liable to pay as damages because of bodily injury or property damage to a third party anywhere in India

The Any One Accident and the Any One Year liability of the Company under this Section for any one Policy period shall not exceed the limit specified in the Schedule.

This coverage is applicable only if:

- i. The Bodily Injury or Property Damage is caused by an occurrence that takes place in the coverage territory;
- ii. The Bodily Injury or Property Damage occurs during the Policy period

The indemnity under this Section only applies to claims arising out of accidents during the period of insurance and first made in writing during the Policy period and not in respect of any claim arising out of or in connection with any exclusion mentioned below:

Special Exclusions

This Policy does not apply to:

1. Expected or intended injury

Bodily Injury or Property Damage expected or intended from the standpoint of the Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability
3. Liquor Liability

Bodily Injury or Property Damage for which any Insured may be held liable by reason of:

- a. causing or contributing to the intoxication of any person;

- b. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
 - 4. Workers' Compensation and Similar Laws
 - 5. Pollution
 - a. Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to Insured.
 - b. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.
 - 6. Aircraft, Auto or Watercraft

Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and loading or unloading.

7. Mobile equipment

Bodily Injury or Property Damage arising out of:

- a. The transportation of mobile equipment by an auto owned or operated by or rented or loaned to any Insured; or
- b. The use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

8. War

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

9. Damage to Property

Property damage to:

- a. property which the Insured owns, rents, or occupies;

- b. premises which the Insured sells, gives away or abandons, if the Property Damage arises out of any part of those premises;
- c. property loaned to Insured;
- d. personal property in the care, custody or control of the Insured;
- e. that particular part of real property on which Insured or any contractors or subcontractors working directly or indirectly on Insured's behalf are performing operations, if the Property Damage arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because Insured's work was incorrectly performed on it.

10. Damage to Insured's Product/work

11. Employment-Related Practices

Bodily Injury to:

- a. a person arising out of any:
 - (i) refusal to employ that person
 - (ii) termination of that person's employment; or
 - (iii) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. the spouse, child, parent, brother or sister of that person as a consequence of Bodily Injury to that person at whom any of the employment related practices describe in paragraphs i), ii) or iii) above is directed.

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
- (ii) to any liability to share damages with or repay someone else who must pay damages because of the injury.

12. Personal and Advertising Injury

Bodily Injury arising out of Personal and Advertising Injury.

13. Nuclear

This Policy does not cover liability for claims arising out of, directly or indirectly caused by or contributed to by

- a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Limit of liability and Deductible

The Company's limit of liability for any one occurrence shall not exceed the Sum Insured under the respective sections as specified in the Schedule, in connection with the insured production.

The Company's liability for loss shall only be to pay the amount above the 'Excess' specified under the respective sections in the Schedule.

Section VIII – Workmen's Compensation

What is covered:

This Section covers the Insured's legal liability to employees under Fatal Accidents Act 1855 / Workmen's Compensation Act 1923 or any amendments thereto and in Common Law to pay compensation in respect of accidental death or injury sustained during the currency of this Policy arising out of and in the course of employment with the Insured in India as described in the Schedule. In addition to the compensation as stated above, the Company will also pay claimant's cost, fees, and expenses and defence costs incurred with its consent in defending a claim.

Special Exclusions

This Section does not cover: –

1. Any interest and/or penalty imposed on the Insured on account of failure to comply with the requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments thereto.
2. Insured's liability to employees of contractors to the Insured unless specifically covered.
3. Any liability of the Insured, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

General Exclusions applicable to the Policy

The Company shall not be liable to make any payment for any claim, directly or indirectly, caused by, based on, arising out of or howsoever attributable to any of the following:

1. The Insured/Insured Person committing any breach of law or participating in an actual or

attempted felony, riot, crime, misdemeanor or civil commotion.

2. Foreign invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, act of terrorism.
3. Alcohol or drug abuse.
4. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
5. Nuclear weapons/materials or radioactive contamination.
6. Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.

7. 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.

8. 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 fulfill any contract is hereby excluded.

9. 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;

Any employee, officer, director, partner, trustee or any other authorized representative of the Insured, whether or not such act(s) be committed during regular business hours.

10. Terrorism

This Policy does not insure against loss or damage caused by or resulting from any terrorist activities unless specifically covered

General Conditions

1. The Insured shall advise the Company of the exact date of completion of Insured Production within seven (7) days of such completion

2. Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4. Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

5. Material change

The Insured/ Insured Person shall immediately notify the Company in writing of any material change in the risk and cause at his own expense/ such additional precautions to be taken as circumstances may require to ensure safety and containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium, if necessary, accordingly.

6. Records to be maintained

The Insured/ Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured /Insured Person shall within one month after the expiry of the Policy furnish such information as the Company may require.

7. No constructive Notice

Any knowledge or information of any circumstance or condition in connection with the Insured/Insured Person in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

8. Notice of charge

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured /Insured Person(s), as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

9. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

10. Electronic Transactions

The Insured /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

11. Claims Procedure

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/Insured Person shall undertake the following:

Upon the happening of any event giving rise to a claim, the Insured/Insured Person shall immediately contact the Company and intimate the claim through its call center or in writing at the Policy issuing office. The phone number for the call center is given in the Schedule attached to this Policy.

While intimating the claim, the Insured/Insured Person shall be required to furnish all the requisite information, such as:

- a. Name of the Insured/Insured Person
- b. Contact details
- c. Policy number
- d. Date & Time of Loss

- e. Location of loss
- f. Nature of loss
- g. Cause of loss
- h. Whether Police authorities has been informed
- i. Estimate of loss

On receipt of all the required information along with the claim form and the required documents, the Company shall offer a settlement of the claim to the Insured. Person 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 by providing adequate reasons, after the receipt of the complete information.

(For Sections II, III, IV and V)

- a. On receipt of all the 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
- b. 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.
- c. 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.
- d. The surveyor on receipt of this communication shall furnish an additional and on receipt of the survey report or the 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.

(For Sections I and VI)

If the Insured Person shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured Person shall die, notice of death shall be given by the Insured / legal representative(s) of the Insured Person forthwith. All certificates, information and evidence whether from a Medical Attendant or

otherwise required by the Company shall be furnished at the expense of the Insured / legal representatives of the Insured Person, as the case may be, and shall be in such form and of such nature as the Company may prescribe. The Insured/Insured Person must immediately, after the occurrence of any accident which may be the subject of a claim hereunder, obtain medical treatment failing which the Company will not be liable for any consequence thereof. The documents required are:

In case of Death claims

- i. FIR from police authorities wherever necessary (in case of accidents outside residence)
- ii. Death Certificate from the Municipal Authorities
- iii. Post Mortem Report

In case of Disability claims

- i. FIR from police authorities wherever necessary (in case of accidents outside residence)
- ii. Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- iii. Hospital Medical Records

In case of disease/illness/accidental injury leading to hospitalisation claims

- i. Hospital Records/Bills/Receipts
- ii. Medical Examination records
- iii. Report from the Physician about the onset / contracting of disease/illness

12. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured /Insured Person's rights or recovery thereof against any person or organisation, and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured /Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

13. 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.

14. Fraudulent claims

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 or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

15. Cancellation/termination

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 the policy period. 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 demand a rate-able proportion of the premium for the unexpired term from the date of the cancellation subject to no claim being lodged on the Policy.

16. Cause of Action / Currency for Payment

No claim shall be payable under this Policy unless the cause of action arises in India unless otherwise agreed to in writing by the Company. All claims shall be payable in India and in Indian Rupees only.

17. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

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 provisions 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 upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

19. Renewal Notice

The Company shall not be bound to give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result in enhancing the risk of the Company.

20. Notices

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

In case of the Insured/Insured Person, at the address specified in the Schedule to this Policy.

In case of the Company, to the Policy issuing office / nearest office of the Company.

21. 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.

22. 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.

23. Abandonment of Property

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

24. Declaration

The Insured agrees to inform the Company 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 television episodes.

25. 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.

26. 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.

27. 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.

28. Condition of Average applicable to Sections II and III

If the value of the property declared for Insurance 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 rateable proportion of the loss accordingly.

29. No Benefit to Carrier or Bailee

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

30. Customer Service

The Insured/Insured Person may contact the Policy issuing office of the Company at its address during normal office hours. The Company shall respond within 10 days of the receipt of any communication from its policyholders in all matters, such as:

- a. recording change of address;
- b. noting a new nomination or change of nomination under a Policy;
- c. noting an assignment on the Policy;
- d. issuance of duplicate Policy;
- e. issuance of an endorsement under the policy; noting a change of interest or Sum Insured of perils insured, financial interest of a bank and other interests; and guidance on the procedure for registering a claim and early settlement thereof.

31. 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



(Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai – 400 038)

RGICL /MI – 49/ Form3B

Reliance FilmProtect Policy

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 Co. Ltd" herein after called the "Company" for the insurance herein after contained and has paid the premium stated in the Schedule or during any further period for which the Company may accept payment for renewal of this Policy.

NOW THIS POLICY WITNESS THAT subject to terms, conditions, provisions and exceptions contained or endorsed or otherwise expressed herein the Company will indemnify the Insured under the respective sections of the Policy schedule subject to the general terms, conditions, exclusions of this Policy as well as under the respective sections of the Policy in respect of loss or damage caused by the operation of perils given under the respective sections at anytime during the period of insurance and within the limits stated in the Schedule hereto provided the liability of the Company shall in no case exceed the sum insured on such item under the Schedule.

Definition

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the feminine wherever the context so permits:

- I. **"Policy Period"** means the period between the commencement date and the expiry date shown in the Schedule.
- II. **"Insured Premises"** means the place(s) named in the Schedule.
- III. **"Policy"** means the proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.
- IV. **"Schedule"** means the Schedule, and any annexure to it, attached to and forming part of this Policy.

RELIANCE General Insurance

Anil Dhirubhai Ambani Group

A Reliance Capital Company

- V. **Damages** means monetary sums (including the costs of the claimant) payable pursuant to civil judgments and/or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include any fines, penalties, punitive or exemplary damages, non-pecuniary relief, or taxes.
- VI. **"Deductible"** means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.
- VII. **"Limit of Indemnity"** means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the number or the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Policy Period for each category of Contents specified in the Schedule and at all times subject to Special Condition 4 below.
- VIII. **"Claim"** means a claim under an Operative Part in respect of an insured event that has taken place or is likely to take place.
- IX. **"Employee"** means any person with whom the Insured has entered into a contract of service.
- X. **"Valuables"** means: gold or silver or any precious metals or articles made from any precious metals, watches or jewelery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles.
- XI. The expression 'POLITICAL STRIKE' herein mentioned shall mean eventualities in the nature of Local Bandh, State Bandh, Nation Bandh, Curfew, Rioting, Civil Commotion, etc .

The terms & conditions for the coverage is as per section as mentioned below. Each section shall be guided by its own terms & conditions

Section I – Cast Insurance

SCOPE OF COVER:

The Company agrees to indemnify the Insured for the remuneration/fees paid to the artists, casts, key members named in the Schedule, if such person has necessarily prevented commencing or completing their respective duties or performances during the period of insurance of the declared production arising out of

- 1) Critical Illness (Cancer, Coronary Artery bypass surgery, Heart attack, Kidney Failure, Major organ transplant, Multiple sclerosis, Stroke, Paralysis, Primary Pulmonary Arterial Hypertension)

- 2) Death
- 3) Accidental Injuries

The Company's liability for the loss shall only be to pay the amount in excess of the deductible stated in the Schedule. The cover under this Section is to expire on the completion of their respective duties or performance in the insured production or on the expiry of the Policy whichever is earlier.

BASIS OF SUM INSURED: Actual Remuneration Paid to Named Artists, Casts, Key Persons covered

EXCLUSIONS:

- 1) Any person(s) accepted for the insurance under this Section taking part in flying other than as passenger.
- 2) Any person(s) causing intentional Self Injury, Committing Suicide or Attempted Suicide.
- 3) Any person(s) committing any breach of the law irrespective of the awareness or unawareness of the existence of any such legislation(s), accused as criminal and is under interrogation and or arrest by the judiciary
- 4) The inability of the insured female to perform as a result of pregnancy, menstruation, child birth or condition and/or consequence pertaining thereto
- 5) Any person taking part in **hazardous stunts**.

Section II – Negative film and videotape

SCOPE OF COVER:

The Company agrees to indemnify the Insured for the loss, damage sustained by them as a result of loss or damage to raw film stock, recorded / exposed negatives (developed or underdeveloped), video tapes, Beta Tapes matrices, interpositive, positive, work prints, cutting copies, fine grain print colour (transparencies), reels, outwork and drawings and software and related material used to generate computer images, sound tracks and tapes used in connection therewith whilst such property is lying / stored, Operations and in transit including as baggage used or to be used in connection with the insured production during the period of insurance. The cover under this Section insures shall be On All Risk Basis including but not restricted to following;

- 1) Standard Fire & Special Perils
- 2) Earthquake

RELIANCE General Insurance

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- 3) Political Strikes
- 4) Riots, Strike, Malicious Damage, Civil Commotion
- 5) Storm, Typhoon, Hurricane, Tornado, Flood and Inundation, Natural Calamities
- 6) Unseasonal Rain (if additionally covered) – Based on Metrological Department report/paper cutting.
- 7) Breakdown, Electrical, Mechanical & Electronic Derangement
- 8) Accidental damages, Impact Damages
- 9) Burglary, Theft, Housebreaking
- 10) Act of God Perils

Cover granted under this section is extended to cover loss or damage arising out of post production. The cover under this Section shall expire on the date on which a production print and / or duplicate tape has been completed and/or copies are made from the masters or on the expiry of the Policy whichever is earlier.

VALUATION CLAUSE: 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.

EXCLUSIONS:

- 1) Deterioration, atmospheric dampness or changes in weather condition, exposure to extreme temperature, unless due to a peril otherwise covered and unless not within the control of the Insured
- 2) Damage to or destruction of negative film or tapes as defined in the Schedule, including duplicate work prints or out – takes, caused by or resulting from intentional acts of the Insured or at the direction of the Insured.
- 3) Deliberate exposure of videotape or videotape recording to magnetic or electric fields other than in connection with the recording or reproduction of such videotape recordings
- 4) Delay in delivery of raw film or tape stock
- 5) X-rays, X-rays system, microscopic inspection devices, electromagnetic radiation
- 6) Unexplained or mysterious disappearance or shortage found upon taking of inventory
- 7) Consequential Loss Due To Damage To Raw Stock
- 8) Any Loss Of Profit Or Earning.

Section III – Property

SCOPE OF COVER:

The Company agrees to indemnify the Insured for loss, damage or destruction to the equipments, Props, Sets & Wardrobes whilst in Transit, Operation and Storage during the period of insurance of the declared production. The coverage under this section insures against

On All Risk Basis including but not restricted to following

- 1) Standard Fire & Special Perils
- 2) Earthquake
- 3) Political Strikes
- 4) Riots, Strike, Malicious Damage, Civil Commotion
- 5) Storm, Typhoon, Hurricane, Tornado, Flood and Inundation, Natural Calamities
- 6) Breakdown, Electrical, Mechanical & Electronic Derangement
- 7) Accidental damages, Impact Damages
- 8) Burglary, Theft, Housebreaking
- 9) Act of God Perils
- 10) Unseasonal Rain (if additionally covered) – Based on Metrological Department report/paper cutting.

VALUATION CLAUSE: 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.

PROPERTY EXCLUDED:

- a) Personal property owned by the Insured and not mentioned for cover under this policy and utilized during the principal photography of the declared production
- b) Animals.
- c) Natural Plantation.
- d) Accounts, bills, currency, numismatic properties or money, notes, securities, stamps, deeds, evidences of debts, letter of credit, credit cards, passport, rail, road, airline or other tickets
- e) Buildings including but not limited to improvements and betterments
- f) Furniture and fixtures which are not used or intended to be used as part of a theatrical

- g) Aircraft used for any purpose other than as part of the theatrical set in which it is used strictly as a non – functional craft during filming.
- h) Watercrafts, Motorcycles, Motor vehicles or other conveyances except when used as a part of a theatrical set and not being self propelled during filming.
- i) Film or tapes unless used as a prop on theatrical sets

EXCLUSIONS:

- 1) Subject to Pair and Set Clause
- 2) Antiques, Objects of ART, Pearls and Jewelleries, Gold and Like Valuables
- 3) Wear and Tear, any quality in the property that causes it to damage or destroy itself, Hidden or Intent Defect, Gradual Deterioration, Depreciation, Insects Vermins 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 the Insured or on behalf or at the direction of the Insured except with respect to ensuing loss caused by or resulting from fire or explosion
- 5) Unexplained or mysterious disappearance or shortage found upon taking of inventory
- 6) Any electrical injury , disturbance to electrical appliances, devices, fixtures , wiring caused by electric currents artificially generated, within the property or facilities used by the Insured in connection with production, unless fire ensues and in such cases liability shall be limited to that portion of the loss caused by such ensuing fire.
- 7) Damage to or destruction of the property caused intentionally by the Insured or at the direction of the Insured whether express or implied
- 8) Loss, Destruction or Damage caused by or resulting from, Loss of Market or Use, Interruption of Business or Other consequential Loss extending beyond direct physical loss or damage.

Section IV – Extra Expenses**SCOPE OF COVER:**

The company agrees to pay extra expenses/production expenses/extra remuneration/fees paid to Cast , artists/ key members(Excluding earnings or profit) necessarily incurred by the insured in the event of the cancellation, postponement, re-scheduling, re-shooting, abandonment of the insured production during the period of insurance of the declared

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production. The coverage under this section insures against.

Interruption, cancellation, postponement, re-scheduling, re-shooting, resulting from the Perils covered under above Section I Cast Insurance, Section II Negative Film and Videotape, Section III Property, Sets, Equipments, Wardrobe, and based on the following perils mentioned here under and any other additional covers opted as per the main schedule.

On All Risk Basis including but not restricted to following

- 1) Standard Fire & Special Perils
- 2) Earthquake
- 3) Political Strikes
- 4) Riots, Strike, Malicious Damage, Civil Commotion
- 5) Storm, Typhoon, Hurricane, Tornado, Flood and Inundation, Natural Calamities
- 6) Unseasonal Rain & Weather Cover (if additionally covered) – Based on Metrological Department report/paper cutting.
- 7) Breakdown, Electrical, Mechanical & Electronic Derangement
- 8) Accidental damages, Impact Damages
- 9) Burglary, Theft, Housebreaking
- 10) Act of God Perils
- 11) Faulty Stock of Raw Stock / Film Negatives, Faulty Equipments, Malfunctioning of Equipments, faulty processing.
- 12) Non Appearance of The Cast, Artists, Key Members, Props, Sets, Equipments, Negatives, Raw Stocks on the schedule of shooting due to Natural Calamity or accident, Illness/sickness, Kidnap, RSMD, STFI, Political Strike and Act of God Peril and Standard Fire & Special Perils, Earthquake
- 13) National Mourning (President, Vice president and Prime minister).

The term strike, riot, civil commotion and malicious damage shall mean to include the under mentioned eventualities

- 1) Loss caused to the Insured due to the cancellation, deferment and / or postponement, re-scheduling, Re Shooting, of the committed shooting schedule due to protests, strike, bandh, rioting, etc, The above includes all forms of riots, Strike, Malicious Damage & Civil commotion including but not restricted to Motion Picture Industry / Film Associations and political parties
- 2) Loss caused to the Insured due to the cancellation, deferment and / or postponement, re-scheduling, Re Shooting, of the committed shooting schedule due to Political Strike

(Note – RSMD cover is not valid for foreign locations)

Cover granted under this Section is extended to cover loss or damage arising out of post production operations resulting in re-shooting, re – scheduling, digital rectification or

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any other additional / technical process necessarily carried out by technicians or the Lab which has resulted in additional expenses to the Insured. The coverage under this section shall expire on the date on which a production print and / or duplicate tape has been completed and/or copies are made from the masters or on the expiry of the policy whichever is earlier. This is subject to Subrogation Rights/Recovery rights against third parties maintained at all times.

EXCLUSIONS:

- 1) Exclusions mentioned under above Section 1 Cast, Key Members, Section 2 negative film and videotape 3 Property and Any person(s) accepted for the insurance under this section taking part in flying other than as passenger
- 2) Any person(s) causing intentional Self Injury, Committing Suicide or Attempted Suicide.
- 3) Any person(s) committing any breach of the law irrespective of the awareness or unawareness of the existence of any such legislation(s), accused as criminal and is under interrogation and or arrest by the judiciary
- 4) The inability of the Insured female to perform as a result of pregnancy, Menstruation, Child Birth or Condition and/or Consequence pertaining thereto
- 5) Any person taking part in hazardous stunts.
- 6) Subject to Pair and Set Clause
- 7) Antiques, Objects of ART, Pearls and Jewelleries, Gold and Like Valuables
- 8) Wear and Tear, any quality in the property that causes it to damage or destroy itself, Hidden or latent Defect, Gradual Deterioration, Depreciation, Insects Vermins or Rodents, Corrosion, Rust, Dampness, Cold or Heat
- 9) Any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process, performed or undertaken by the Insured or on behalf or at the direction of the Insured with respect to ensuing loss caused by or resulting from fire or explosion
- 10) Unexplained or mysterious disappearance or shortage found upon taking of inventory
- 11) Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electric currents artificially generated, within the property or facilities used by the insured in connection with production, unless fire ensues and in such cases liability shall be limited to that portion of the loss caused by such ensuing fire.
- 12) Damage to or destruction of the property caused intentionally by the Insured or at the direction of the Insured whether express or implied

- 13) Loss, Destruction or Damage caused by or resulting from , Loss of Market or Use, Interruption of Business or Other consequential Loss extending beyond direct physical loss or damage.
- 14) Deterioration, Atmospheric dampness or changes in weather condition, exposure to extreme temperature, unless due to a peril otherwise covered and unless not within the control of the Insured
- 15) Damage to or destruction of negative film or tapes as defined in Schedule, including duplicate work prints or out – takes, caused by or resulting from intentional acts of the insured or at the direction of the Insured.
- 16) Deliberate exposure of videotape or videotape recording to magnetic or electric fields other than in connection with the recording or reproduction of such videotape recordings
- 17) Delay in delivery of raw film or tape stock
- 18) X-rays, X-rays system, microscopic inspection devices, electromagnetic radiation
- 19) Unexplained or mysterious disappearance or shortage found upon taking of inventory

General Section

APPLICABLE TO ALL SECTIONS OF THE POLICY

1. 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. It shall also include any loss paid under Sections 1 (Cast), II (Negative Film Videotape), III (Property) or IV (Extra Expense).

- 1) The underlying, rights and materials including story, scenario, music rights, sound rights, royalties,
- 2) Premiums paid for this insurance policy, interest paid on loans, and personal property taxes,

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. 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 Territorial Limits

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

II. 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 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.

3 Abandonment of Property

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

4 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 episodes of a Television series.

5 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 shootings 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.

6 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.

7 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.

8 Inspection

The Company shall be permitted but not obligated to inspect the named Insured's

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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.

9 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.

10. Condition of Average

If the value of the property declared for Insurance under Sections II & III 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.

III. 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 not be liable for any loss caused directly or indirectly.

A. 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;

B. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

C. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence;

D. 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;

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;

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.

7 Terrorism

This Policy does not insure against loss or damage caused by or resulting from any terrorist activities.

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 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 provisions of the Arbitration and Conciliation Act, 1996.

It is 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. 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 of 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

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.

V. POLICY

1 Changes

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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 the policy period. 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 demand a rate-able proportion of the premium for the unexpired term from the date of the cancellation subject to no claim being lodged on the policy.



Reliance FilmProtect Policy:

Forming part of and attached to Reliance FilmProtect Policy No _____

Endorsement - Pre- Production

Effective Date of Endorsement

__/__/____

Period of Insurance: From:

__/__/____

To:

__/__/____

It is hereby agreed and declared that having received an additional premium amounting to Rs..... the policy shall be extended to cover such extra expenditure as the insured will directly and solely sustain by reason of any named insured person being necessarily prevented by their death, accidental injury or sickness occurring during the preproduction period of time:

- a) from commencing or completing their respective duties or performances during the preproduction period of time set out in the schedule, or
- b) from commencing principal photography (including the normal preproduction period), of a production.

The other terms and conditions under this policy remain unchanged.

Reliance General Insurance Company Limited,

Authorized Signatory

Date: __/__/____

(Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai – 400 038)

RGICL/MI -49/Form 3D

Reliance FilmProtect Policy:

Forming part of and attached to Reliance FilmProtect Policy No _____

Endorsement – Abandonment Expenses

Effective Date of Endorsement

__/__/____

Period of Insurance: From:

__/__/____

To:

__/__/____

It is hereby agreed and declared that having received an additional premium amounting to Rs..... the policy shall be extended to cover abandonment expenses as specified below.

In the event that the happening of one or more of the occurrences specified in

1. Section _____
2. Section _____
3. Section _____

Reasonably, practically and necessarily prevents the completion of principal photography of a production irrespective of any completion and/or delivery date requirements, the insured shall have the option to abandon principal photography and claim for such production costs that have actually been incurred and rendered entirely valueless

The other terms and conditions under this policy remain unchanged.

Reliance General Insurance Company Limited,

Authorized Signatory

Date: __/__/____

(Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai – 400 038)

RGICL / MI - 49 /Form 3E

Reliance FilmProtect Policy:

Forming part of and attached to Reliance FilmProtect Policy No _____

Endorsement Negative Films and Videotape

Effective Date of Endorsement

__/__/____

Period of Insurance: From:

__/__/____

To:

__/__/____

It is hereby agreed and declared that having received an additional premium amounting to Rs..... the policy shall be extended to cover loss or damage to Negative Film and/or Videotape whilst such property is lying / stored or in transit used or to be used in connection with the insured production mentioned in this policy schedule, due to misfortune from any fortuitous cause for the production

The other terms and conditions under this policy remain unchanged.

Reliance General Insurance Company Limited,

Date: __/__/____

Authorized Signatory

(Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai – 400 038)

RGICL/MI -49/Form 3F

Reliance FilmProtect Policy:

Endorsement - Property

Forming part of and attached to Reliance FilmProtect Policy No _____

Effective Date of Endorsement

__/__/____

Period of Insurance: From:

__/__/____

To:

__/__/____

It is hereby agreed and declared that having received an additional premium amounting to Rs..... the policy shall be extended to cover loss or damage to Props/ Sets/ Wardrobes (as defined in the policy) and Miscellaneous Equipment (as defined in the policy) associated with the insured production, as specified in the Schedule to the Policy, against misfortune from any fortuitous cause.

The other terms and conditions under this policy remain unchanged.

Reliance General Insurance Company Limited,

Date: __/__/____

Authorized Signatory

Reliance FilmProtect Policy:

Forming part of and attached to Reliance FilmProtect Policy No _____

Endorsement – Extension of Legal Liability to Foreign Countries

Effective Date of Endorsement

__/__/____

Period of Insurance: From:

__/__/____

To:

__/__/____

It is hereby agreed and declared that having received an additional premium amounting to Rs..... the policy shall be extended to cover those sums that the insured become legally liable to pay as damages because of bodily injury or property damage to third party in any of the country/ies mentioned below

- 1.
- 2.
- 3.

The Any One Accident and the Any One Year liability of the Company under this Sub-section for any one policy period shall not exceed the limit specified in the Schedule.

This coverage is applicable only if:

- i. The Bodily Injury or Property Damage is caused by an occurrence that takes place in the coverage territory;
- ii. The Bodily Injury or Property Damage occurs during the policy period

The indemnity under this Sub-section only applies to claims arising out of accidents during the period of insurance and first made in writing during the Policy period.

The other terms and conditions under this policy remain unchanged.

Reliance General Insurance Company Limited,

Date: __/__/____

Authorized Signatory

