

## EVENT INSURANCE 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 LIBERTY VIDEOCON General Insurance Company Limited (hereinafter called the “Company”) for the insurance hereinafter contained and has paid premium 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 and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the interest insured due to operation of any of the insured perils during the Policy Period.

### COVERAGE:

Subject to the terms, conditions, limitations and exclusions contained herein or endorsed hereon, as per the section(s) opted by the insured and agreed by the Company:

Section 1	Event Cancellation
Section 2	Property Insurance
Section 3	Public Liability
Section 4	Money Insurance

### DEFINITIONS:

1. **Ascertained Net Loss** means such amount in excess of any deductible stated in Schedule as represents expenses which have been irrevocably expended in connection with the Insured Event(s) which have been necessarily cancelled, abandoned, postponed, Interrupted, curtailed or relocated, less such part of the Gross Revenue retained less any savings the Assured is able to effect to mitigate such loss.
2. **Insured Event(s)** means the event(s) stated in the schedule.
3. **Gross Revenue** means all monies which would have been paid or payable to the Assured from every source arising out of the Insured Event(s) had a loss not occurred.
4. **Expenses** means the total of all costs and charges which would have been incurred by the Assured in organizing, running and providing services for the Insured Event(s) had a loss not occurred.
5. **Cancellation or cancelled** means the inability to proceed with any or all of the Insured Event(s) prior to commencement.

6. **Abandonment or Abandoned** means the inability to complete any or all of the Insured Event(s) once commenced.
7. **Postponement or Postponed** means the unavoidable deferment of any or all of the Insured Event(s) to another time.
8. **Interruption or interrupted** means the inability of the Insured to keep open the whole or any part of the Insured Event(s) after opening, followed by the reopening thereof.
9. **“Venue”** means the place(s) stated in the Schedule where the Insured Event(s) is to be held.
10. **“Period of Insurance”** means the period during which cover is provided by this Policy of Insurance as specified in The Schedule.
11. **“Proposal”** means a signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Company by Insured or on Insured’s behalf.
12. **“Policy”** means the Policy Booklet, the Schedule, the Proposal and any applicable endorsements or memoranda. The policy contains the details of the extent of the cover available to the Insured, what is excluded from the cover and the conditions, warranties on which the Policy is issued.
13. **“Schedule”** means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured’s Policy including full description of properties covered which are in force and the period of cover against the properties described..
14. **“Claim”** means a claim under an Operative Clause and the Coverage provided in respect of an insured event that has taken place or is likely to take place.
15. **“Relocation or Relocated”** means the unavoidable change of venue of the Insured Event(s) to another Venue or location.
16. **“Property”** means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured’s premises described in the Schedule to this Policy including items contained therein for which the Insured has insurable interest.
17. **“Burglary or Housebreaking”** means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft.
18. **“Robbery”** means the theft of contents at the insured premises using unforeseen, aggressive and violent means against the insured and / or their employees.
19. **“Intrinsic Value”** means reinstatement value of insured property or item less due allowance for betterment, wear and tear and/or depreciation.

20. **“Accident”** means an unfortunate incident that happens unexpectedly and unintentionally or that is without deliberate cause, typically resulting in damage or injury.
21. **“Fire”** means combustion which is accidental with respect to the insured, accompanied by visible flame or glow excluding destruction or damage caused to the property insured by its own fermentation, natural heating or spontaneous combustion, its undergoing any heating or drying process and burning of property insured by order of any Public Authority, including damage by fire initiated from such causes to the said property. However, ensuing damage by spread of fire to other property insured is payable provided such damage is not caused by peril otherwise excluded under the policy.
22. **“Lightning”** means Damage Directly caused by sudden electrostatic discharge during an electrical storm between electrically charged regions of a cloud
23. **“Explosion/Implosion”** means Damage excluding loss, destruction of or damage (a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion, b) caused by centrifugal forces.
24. **“Aircraft Damage”** means Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
25. **“Riot, Strike and Malicious Damage”** means Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by
- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
  - b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
  - c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
  - d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
26. **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, , Flood and Inundation:** Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, , Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an “add on cover” the words “excluding those resulting from earthquake, volcanic eruption or other convulsions of nature” shall stand deleted.)
27. **Bursting and/ or overflowing of water tanks, apparatus and pipes:** Bursting or breaking of water tanks, pipes or apparatus due to the buildup of internal pressure beyond their capacity or breaking point and Overflowing is the escape of water from the top of an overfilled container, water tanks, apparatus or pipes

28. **Impact Damage:** Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by (a) the Insured or any occupier of the premises or (b) their employees while acting in the course of their employment.
29. **Subsidence and Landslide including Rock slide:** Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
- a) the normal cracking, settlement or bedding down of new structures
  - b) the settlement or movement of made up ground
  - c) coastal or river erosion
  - d) defective design or workmanship or use of defective materials
  - e) demolition, construction, structural alterations or repair of any property or
  - f) groundworks or excavations.
30. **Leakage from Automatic Sprinkler Installations:** Excluding loss, destruction or damage caused by
- a) Repairs or alterations to the buildings or premises
  - b) Repairs, Removal or Extension of the Sprinkler Installation
  - c) Defects in construction known to the Insured.
31. **Bush Fire:** Loss excluding, destruction or damage caused by Forest Fire.
32. **Earthquake (Fire and Shock):** It covers loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.
33. **Terrorism:** An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

## **Section 1 Event Cancellation**

The **Company** will indemnify the Insured for **“Ascertained Net Loss”** should any Insured event(s) be necessarily cancelled due to:

1. Loss or damage to the Venue arising out of:
  - a. Fire
  - b. Lightning
  - c. Explosion/implosion
  - d. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
  - e. Aircraft Damage
  - f. Impact Damage:
  - g. Subsidence and Landslide including Rock slide
  - h. Bursting and/or overflowing of water tanks, apparatus and pipes
  - i. Missile testing operations
  - j. Leakage from automatic sprinkler installations
  - k. Bush Fire
  - l. Earthquake- Fire and Shock
2. Mourning declared by the Nation and/or the State Government as a result of Death of the eminent personality such as President of India, Prime Minister of India, Chief Minister of the state, political and/ or social leaders where the insured event is being held.

### **Exclusions:**

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

1. Any expenses incurred if the Event is cancelled due to circumstances that were likely to cause the Event to be cancelled and which the Insured and/or Insured's agent knew at the time when insured applied for this Policy.
2. The failure of the insured to carry on the event, commence and complete the event in the scheduled time due to insured's inability to make the necessary arrangement, to take the required permissions, due to financial incapacity, lack of funds, defaults.
3. Any expenses incurred due to alterations or variation of the Event without prior approval of the Company.
4. Any expenses incurred if the Event is cancelled due to any regulation or law of any local, state or central authority. The Company also does not cover if the Event is cancelled due to non-granting or withdrawal of permission by any local, state or central authority.
5. Any expenses incurred if the Event is cancelled due to errors or omissions of a Vendor.
6. Any expenses incurred if the Insured fails to notify (as soon as practicable) any Vendor that the Event has been cancelled.
7. Any expenses incurred if the Event is cancelled because Insured and/or Insured's agent and/or the Named Artist is arrested or imprisoned for any criminal or unlawful activity.
8. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on Insured's behalf is involved or implicated.

9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any legal liability of the Insured.
11. Any expenses incurred if the Event is cancelled due to Accidental death, Accidental injury or illness/sickness of immediate family member of the Insured and/or of the Named Artist.
12. Any loss or damage arising out of fear, threat or hoax of terrorism.
13. Any expenses incurred if the Event is cancelled due to riots, strikes or malicious damage
14. Any expenses incurred if the Event is cancelled due to non-appearance of the Named Artist
15. Any expenses incurred if the Event is cancelled due to adverse weather conditions and/or unseasonal rain.
16. Any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
17. Any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
  - a) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
  - b) any travel advisory or warning being issued by a national or international body or agency.
18. Any Insured Event(s) in the open or under canvas or in a temporary structure unless agreed by the Company in writing and stated in the Schedule.
19. Any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Assured at the inception of this Insurance or at the time of making the booking whichever is the later.
20. Expenses and Gross Revenue which have not been declared to and agreed by the Company.

## **Section 2 Property Insurance**

### **A. Fire Insurance and allied Perils**

The **Company** will indemnify the **Insured** in respect of loss of or damage to the insured property specified in the **Schedule** arising due:

1. Fire
2. Lightning
3. Explosion/Implosion
4. Aircraft Damage
5. Riot, Strike and Malicious Damage
6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
7. Impact Damage
8. Subsidence and Landslide including Rock slide

9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
10. Missile testing operations
11. Leakage from Automatic Sprinkler Installations
12. Bush Fire
13. Earthquake

**Exclusions:**

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

1. Deductible as shown on the Schedule.
2. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
3. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
4. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
5. Expenses necessarily incurred on:
  - a. Architects, Surveyors and Consulting Engineer's Fees and
  - b. Debris Removalby the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
6. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
7. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
8. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
9. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.

**B. Burglary and Housebreaking:**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify, the Insured to the extent of the intrinsic value of:

- a) The property described in the Schedule hereto or any part thereof shall be lost destroyed or damaged by Burglary or Housebreaking or robbery (theft following upon an actual forcible and

violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up (Forcible removal by actual or threatened violence against the insured or employee(s) of the Insured);

- b) Any damage caused to premises resulting from burglary and/ or housebreaking or any attempt threat, any time during policy period.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total sum insured hereby.

**Exclusions:**

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

1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind.
3. Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
4. Loss or damage which is recoverable under Fire, Plate Glass, Neon Sign, Marine Cargo Insurance Policy or any other policy under which such coverage is has been obtained by the insured.
5. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
6. Loss or damage caused by wear and tear or gradual deterioration.
7. Loss or damage occasioned by loot, sack, spillage or pilferage.
8. Consequential loss or damage of any kind
9. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
10. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
11. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
12. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

### **Section 3 Public Liability**

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

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

#### **Conditions:**

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

1. a. Any claim made against the Insured during the Policy Period; and/or  
b. Any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a claim. Any circumstance notified under this clause and any subsequent claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and Shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, Defence and/or settlement of any claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the Defence of any claim, the Company may in its sole and absolute discretion relinquish the same.
2. The Company will not settle any claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal
3. In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and/ final settlement of all liability of the Company to the Insured under this Policy in respect of that claim.
4. The Insured shall keep accurate records of its annual turnover, including all taxes and duties paid by it, and will provide the Company with access to such records as requested. The Company may at any reasonable time inspect any property of the Insured.

5. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an insured event, the Insured and the Company should disagree as to when the Bodily Injury or the Property Damage happened, then
  - a. The Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;
  - b. Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown

**Exclusions:**

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

1. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement;
2. Any accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision;
3. Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment;
4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill;
5. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs;
6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from;
7. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation.
8. Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
9. Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
10. Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
11. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
12. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft;
13. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises;
14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
15. Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the

- a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
- b) employees and visitors clothing and personal effects.
- c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement

#### **Section 4 Money Insurance**

The Company will indemnify the Insured:

- a) Up to the Limit of Indemnity specified in the Schedule for the loss in Transit of Money whilst carried by the Insured or its authorized Employee, caused by Robbery, Theft or any other fortuitous event, and/or
- b) Up to the Limit of Indemnity specified in the Schedule for the loss of Money from a Safe and/or Strong Room in the premises mentioned in the Schedule caused by Burglary or Robbery or any other fortuitous event, and/or
- c) Up to the Limit of Indemnity specified in the Schedule for the loss of Money from the Insured's cash counter in the premises mentioned in the Schedule during office hours caused by Housebreaking or Robbery or any other fortuitous event.

Provided that the insured event mentioned above occurs during the Policy Period and is notified to the Company in accordance with General Condition 3 (Notification and Declaration) of the policy.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby

#### **Exclusions:**

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

- 1) Any consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise and any other legal liability of any kind.
- 2) Loss of Money carried by anyone other than the Insured or an Authorised Employee of the Insured.
- 3) Loss of Money where the Insured or his Authorised Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.
- 4) If the Money is consigned to any person (other than a full time permanent employee of the Insured in employment of the Insured under an express contract of employment), agency or organisation engaged in the transportation of Money for third parties;
- 5) Loss of Money in the Insured Premises where such Money is stored other than in a Safe or Strong Room, after business hours.
- 6) Money carried under contract of affreightment.
- 7) Loss of money from an unattended vehicle.

- 8) Loss from a safe or strong room following use of the safe or strong room key(s) or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence to the person in custody of the key(s);
- 9) Loss or damage whether direct or indirect arising from war (whether war be declared or not), war-like operations, act of foreign enemy, hostilities, civil war, rebellion, insurrections, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
- 10) Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
- 11) Loss or damage due to the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 12) Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
- 13) Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party.
- 14) Any personal or bodily or mental injury or suffering of any description. In any action suit or other proceeding where the Company alleges that by reason of any Exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
- 15) If the Insured premises containing the insured property is unused / unoccupied and so remains for a consecutive period of more than 7 days.

**General exclusions applicable to all sections:**

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

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

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

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

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

## **General conditions applicable to all sections:**

### **1) Observance of Terms and Conditions:**

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

### **2) Duty of Disclosure:**

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

### **3) Notifications and declarations**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

Any and all notices and declarations for Insured's attention shall be posted to Insured's address stated in the Schedule

### **4) Reasonable Care:**

The Insured shall:

- a. take all reasonable steps to safeguard the contents and the Insured Premises against any insured event
- b. take all reasonable steps to prevent a Claim from arising under this Policy.
- c. ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition.
- d. when the Insured Premises are left unattended or unoccupied, ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

### **5) Contribution:**

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, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

**6) Subrogation:**

The Insured and any claimant under this Policy shall at the expense 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.

**7) Fraud:**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

**8) Prosecution:**

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

**9) Claims procedure**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

Insured's Duty upon the happening of an insured event: - It is a condition precedent to the Company's liability hereunder that the Insured shall:

- a) The Insured shall Immediately and in any event within 14 days of the happening of any insured event giving rise to or likely to give rise to any Claim under this Policy give written notice to the Company to the address shown in the Schedule;
- b) the Insured shall, if advised to do so by the Company, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to Claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
- c) the Insured shall within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any Claim along with all documentation required to support and substantiate the amount sought from the Company, and
- d) the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- e) the Insured shall not admit liability or settle or make or promise any payment in respect of any Claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such Claim, for which purpose the Insured shall give all the information

and assistance that the Company may reasonably require. Defence Costs incurred by the Company or on behalf of the Insured shall reduce the Sum Insured.

#### **10) Occupation of premises:**

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and license for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

#### **11) Cancellation:**

The Insured may cancel this Policy at any time by giving a written notice to the Company. Provided there has been no Claim under this Policy, the Company will refund premium as per the below mentioned provisions:

- a. If the Policy is cancelled prior to commencement of the Policy Period, the Company will refund 100% of the premium to the Insured subject to retention of minimum premium of Rs. 1000
- b. If the Policy is cancelled after the commencement of the Policy Period but prior to commencement of the actual Event, the Company will refund 65% of the premium to the Insured. However, no refund of premium shall be due on cancellation if the Insured has made a Claim under this Policy and/or the Policy is cancelled after the commencement of the actual Event.

This Policy may be cancelled by the Company or on Company's behalf by giving the Insured at least 7 days written notice and in such event, the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any Claim that was made prior to the date upon which this Policy is cancelled.

#### **12) 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 dispute or difference 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 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.

**13) Interest / Penalty:**

No sum payable under this policy shall carry any interest or penalty.

**14) Jurisdiction:**

This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

**15) Claim Settlement:**

The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

**16) Grievance Redressal Procedure:**

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

**Customer Care Cell**

Liberty Videocon General Insurance Company Limited  
 10<sup>th</sup> Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai  
 E-mail : [care@libertyvideocon.com](mailto:care@libertyvideocon.com)  
 Toll Free No. : 1800 266 5844

Please include your Policy number in all your communication with the Company. This will help us resolve the issue more efficiently.

The Company had a separate channel to address the grievances of Senior Citizens insured/ insured person(s)

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned below:

CONTACT DETAILS	JURISDICTION
<b>AHMEDABAD</b>	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
Office of the Insurance Ombudsman,	
2nd floor, Ambica House,	

Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">Email:- bimalokpal.ahmedabad@gbic.co.in</a>	
<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 <a href="mailto:bimalokpal.bengaluru@gbic.co.in">Email:- bimalokpal.bengaluru@gbic.co.in</a>	Karnataka.
<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 <a href="mailto:bimalokpalbhupal@gbic.co.in">Email:- bimalokpalbhupal@gbic.co.in</a>	States of Madhya Pradesh and Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">Email:- bimalokpal.bhubaneswar@gbic.co.in</a>	State of Orissa.
<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 <a href="mailto:bimalokpal.chandigarh@gbic.co.in">Email:- bimalokpal.chandigarh@gbic.co.in</a>	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai,	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).

Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 <a href="mailto:bimalokpal.chennai@gbic.co.in">Email:- bimalokpal.chennai@gbic.co.in</a>	
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 <a href="mailto:bimalokpal.delhi@gbic.co.in">Email:- bimalokpal.delhi@gbic.co.in</a>	State of Delhi
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 <a href="mailto:bimalokpal.ernakulum@gbic.co.in">Email:- bimalokpal.ernakulum@gbic.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry
<b>GUWAHATI</b> Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2132204 / 2132205 Fax:- 0361-2732937 <a href="mailto:bimalokpal.guwahati@gbic.co.in">Email:- bimalokpal.guwahati@gbic.co.in</a>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122 Fax:- 040-23376599 <a href="mailto:bimalokpal.hyderabad@gbic.co.in">Email:- bimalokpal.hyderabad@gbic.co.in</a>	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
<b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg,	State of Rajasthan.

Jaipur - 302005.	
Tel.:- 0141-2740363	
<a href="mailto:bimalokpal.jaipur@gbic.co.in">Email:- bimalokpal.jaipur@gbic.co.in</a>	
<b>KOLKATA</b>	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
Office of the Insurance Ombudsman,	
Hindustan Building Annexe,	
4th floor, 4, CR Avenue,	
Kolkata - 700 072.	
Tel.:- 033-22124339 / 22124340	
Fax:- 033-22124341	
<a href="mailto:bimalokpal.kolkata@gbic.co.in">Email:- bimalokpal.kolkata@gbic.co.in</a>	
<b>LUCKNOW</b>	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
Office of the Insurance Ombudsman,	
6th Floor, Jeevan Bhawan,	
Phase-II, Nawal Kishore Road,	
Hazratganj,	
Lucknow-226 001.	
Tel.:- 0522-2231330 / 2231331	
Fax:- 0522-2231310.	
<a href="mailto:bimalokpal.lucknow@gbic.co.in">Email:- bimalokpal.lucknow@gbic.co.in</a>	
<b>MUMBAI</b>	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
Office of the Insurance Ombudsman,	
3rd Floor, Jeevan Seva Annexe,	
S. V. Road, Santacruz (W),	
Mumbai - 400 054.	
Tel.:- 022-26106928/360/889	
Fax:- 022-26106052	
<a href="mailto:bimalokpal.mumbai@gbic.co.in">Email:- bimalokpal.mumbai@gbic.co.in</a>	
<b>NOIDA</b>	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Office of the Insurance Ombudsman,	
Bhagwan Sahai Palace,	
4th Floor, Main Road,	
Naya Bans, Sector-15,	
Gautam Budh Nagar, Noida	
<a href="mailto:bimalokpal.noida@gbic.co.in">Email:- bimalokpal.noida@gbic.co.in</a>	

<b>PATNA</b>	States of Bihar and Jharkhand.
Office of the Insurance Ombudsman,	
1st Floor, Kalpana Arcade Building,	
Bazar Samiti Road,	
Bahadurpur,	
Patna - 800 006.	
<a href="mailto:bimalokpal.patna@gbic.co.in">Email:- bimalokpal.patna@gbic.co.in</a>	
<b>PUNE</b>	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
Office of the Insurance Ombudsman,	
Jeevan Darshan Building, 3rd Floor,	
CTS Nos. 195 to 198,	
NC Kelkar Road, Narayan Peth,	
Pune - 411 030	
Tel: 020 -32341320	
<a href="mailto:bimalokpal.pune@gbic.co.in">Email:- bimalokpal.pune@gbic.co.in</a>	

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority of India.

**INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION**