FILM AND TELEVISION PRODUCERS PACKAGE POLICY

UIN: IRDAN125RP0011V01201213

PREAMBLE

This signed Policy, the Schedule (including any Schedule issued in substitution) and any Memoranda or Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears. The Insurers will provide the insurance described in this Policy subject to its terms and conditions for the period shown in the Schedule for which the Insured has paid the premium.

The liability of the Company in any one period of insurance shall in no case exceed in respect of each of the several items specified herein the Sum Insured or limit of any one loss set opposite hereto nor in all the total Sum Insured stated in the Schedule hereto.

GENERAL POLICY CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

I. 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 word "Insured" also includes any partner therein but only with respect to his liability as such.

2. Joint Insured

   If more than one insured is named in this policy, the insured first named shall act for every Insured for all purposes of this policy. Knowledge possessed or discovery made by any Insured shall constitute knowledge possessed or discovery made by every Insured.

3. 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.

4. Definition of Production Cost

   A. The term "Production Cost" as used in this policy shall mean all costs chargeable directly to a declared production and which have been budgeted for in the budget submitted to the Company, including pre-production costs and such amount of overhead as may be declared by the Insured at the time of the declaration of the production. It shall also include any loss paid under Sections 2 (Cast), 3 (Negative/Faulty), or 7. (Extra Expense).

   The costs of:

   1. The underlying rights and materials including story, scenario, music rights, sound rights, royalties,
   2. Permanent sets, owned wardrobe, owned props, owned equipment,
   3. Premiums paid for this insurance policy, interest paid on loans, and personal property taxes,
   4. Talent, services or facilities provided by others and not included in the Insured's budget for any insured production,

   shall not be included:

   However, the Insured may at the time of declaration specifically request that any of the above

costs be included, except that the insurance premium for any given Section of the policy may not be included in the Production Cost for that Section.

B. As respect Cast Insurance and Extra Expense only, the term "Production Cost" does not include any costs incurred after completion of Principal Photography of each production.

C. In determining costs chargeable directly to the production, any compensation for services rendered which the Insured may owe or has paid to any partner, officer, or corporate director shall not be included except as part of overhead, unless services rendered by such individuals are in the capacity of producer, director, writer, actor, or of a similar nature, the cost of which is specifically and directly related to the production.

5. Territorial Limits

This policy applies to declared productions filmed or taped within the territorial limits as stated on the Declaration pages attached to and forming part of this policy.

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.

2. Contract Terms Requirement

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

3. Protection of Property

In case of loss, it shall be lawful and necessary for the Insured or their factors, servants and assigns, to sue, labour, and travel for, in and about the defence, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company in recovering, saving and preserving the property insured, in case of loss, be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interest.

4. Abandonment of Property

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

5. Declaration

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

6. Concealment or Misrepresentation

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

7. Access to Records and Examination Under Oath

The Company or its authorised 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 may be 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 to 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 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 shall not commit or obligate the Company in any manner whatsoever.

9. Time Limitation -Suit

No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the Insured has fully complied with all the requirements of this policy, and unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state, province or country within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state, province or country.

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 Exclusion

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.

3. War Risk and Governmental Authority and Civil Commotion Exclusion

The Company shall not be liable for any loss caused directly or indirectly by:

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;

E. Civil Commotion assuming the proportions of or amounting to a popular rising, riot, martial law or the act of any lawfully constituted authority.

4. Nuclear Exclusion

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

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 others by:

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

B. Others to whom the property covered hereunder may be entrusted (carriers for hire excepted).

6. 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 organization(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.

IV. LOSSES

1. Notice of Loss

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

2. Stop Date Loss

If as a result of delay in completing the original shooting schedule of a declared production the Insured has to honour the termination date contained in a performance contract, such loss (referred to as a stop date loss) is not covered, except to the extent that it is directly related to a loss insured under this policy, as further defined below.

The Company's participation in a stop date loss will be governed by consideration of the following:

A. If the need to incur the stop date loss is solely and directly the result of an insured loss, the stop date loss will be recoverable in full;

B. If the need to incur the stop date loss arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonably be said that each contributed to the stop date loss, then the extent that each contributed shall be determined and an apportionment of the stop date loss shall be made;

C. If the need to incur the stop date loss is in no way connected with an insured loss, no part of the stop date loss will be recoverable;

D. All coverages afforded by this policy under Sections 1, 2, 3 and 7 are subject to the provision that the contract term is sufficiently longer than the Insureds' original scheduled time for completing Principal Photography so as to allow a reasonable margin of safety (being not less than two weeks) to cover possible delay in completing Principal Photography.

3. Pair, Set or Parts

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.

4. 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 Insureds' claims against the Company for the owners' 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.

5. No Benefit to Carrier or Bailee

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

6. Subrogation

If in the event of loss, damage, expense or liability the Insured shall acquire any rights of action against any individual, Firm or Corporation for loss, damage, expense or liability covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of such loss,

damage, expense or liability, and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company.

7. Other Insurance

   In the event of a loss hereunder, this policy shall pro-rate any loss or expense with any other insurance covering the same loss (other than life insurance), except as provided under Section 6 (Third Party Property Damage Liability).

   Multiple policies involving Bank or other lending or financing entity - In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

   Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

8. Payment of Loss

   All adjusted claims shall be paid or made good to the Insured within thirty (30) 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

   This policy can only be changed by a written amendment that becomes part of the policy. The amendment must be signed by an authorised representative of the Company.

2. Cancellation

   The Insured can cancel the policy at any time during the policy term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

   The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

3. Conformity to Statute

   Terms of this policy which are in conflict with the statutes of the state, province or country wherein this policy is issued are hereby amended to conform to such statutes.

4. Representations

   The Insured represents that the particulars and statements contained in the Proposal Form and all materials submitted in connection therewith are true, accurate and complete, and agrees that this Policy is issued in reliance on the truth of these representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Underwriter's acceptance of this risk. In the event that any of the particulars or statements in the Proposal Form are untrue, this Policy will be void.

In witness whereof, the Insurer has caused this Policy to be executed by its authorized officers,but this Policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the Insurer.

Any person who has a grievance against the Company, may himself or through his legal heirs make a

complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION.

SECTION I - EXTENDED PRE PRODUCTION CAST INSURANCE

I. Insuring Agreement

A. The Company agrees to pay the Insured such ascertained net loss (as defined in paragraph IV) as the Insured shall directly and solely sustain by reason of any person designated for insurance herein being necessarily prevented by their death, injury or sickness occurring during the period of the insurance afforded by this Section, (a) from commencing or completing their respective duties or performances during the extended preproduction period described herein, or (b) from commencing Principal Photography (including the normal preproduction period thereof), of a declared production.

B. The Company further agrees to pay to the Insured such loss (as defined in Section 2 Paragraph IV), as made directly result from the kidnapping of any person designated for insurance. Kidnapping means that involuntary taking and holding of any such person by others.

II. Limit of Liability and Deductible

A. The Company's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any declared production.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Extended Preproduction Cast Insurance Declaration for each loss separately occurring.

III. Term of Coverage

Coverage under this Section shall apply only during the period of time shown in the Extended Preproduction Cast Insurance Declaration.

IV. Definition of Loss

A. "Loss" as used in this coverage extension shall mean any extra expenditure incurred by the Insured prior to the commencement of Principal Photography (including the normal preproduction period thereof) of a declared production over and above the expenditures which but for the happening of any one or more of the occurrences specified in Paragraph 1 would have been incurred prior to the commencement of Principal Photography.

B. In the event that the happening of one or more of the occurrences specified in Paragraph 1. reasonably and practically prevents the commencement of Principal Photography of a declared production, the Insured shall have the option to abandon the production and claim under this Section for such actual expenditures as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph 1.

C. "Extra Expenditures" as used herein refers to the same costs as defined in Paragraph XII of the General Policy Conditions of this Policy, attached hereto.

V. SPECIAL CONDITIONS

All of the terms and conditions of Section 2 - Cast Insurance shall apply to this Section except as noted or amended below:

A. The Insured agrees that each person to be insured hereunder shall be examined not more than seven working days prior to the commencement of this coverage extension, and in accordance with the other provisions of Paragraph III.C. Section 2 - Cast Insurance.

B. The Company shall have the right of re-examination of the person(s) designated for this insurance and, if requested, the Insured agrees to have such persons re-examined not more than 21 days prior to the first date of Principal Photography of a declared production.

C. The Company shall have the right to incorporate and apply any new restrictions, limitations or exceptions determined as a result of such re-examination within the terms and conditions of coverage provided under Section 2 - Cast Insurance.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS

SECTION II- CAST INSURANCE

I. Insuring Agreement

A. The Company agrees to pay to the Insured such loss (as defined in Paragraph IV), as the Insured shall directly and solely sustain by reason of any person designated for insurance and appearing in or contracted to work on a declared production, being necessarily prevented by their death, injury or sickness, occurring during the period of the insurance afforded by this Section, from commencing, continuing or completing their respective duties or performances in such production.

B. The Company further agrees to pay to the Insured such loss (as defined in paragraph IV), as may directly result from the kidnapping of any person designated for insurance. Kidnapping means the involuntary taking and holding of any such person by others.

C. The Company further agrees to pay the Insured such loss (as defined by paragraph IV), as may directly result from the sudden and unforeseen death, illness or injury of an immediate family member of a designated person. Immediate family members are defined as follows:-
Father, mother, spouse, brother, sister, children (to include step children), permanent partner.

II. Limit of Liability and Deductible

A. The Company's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any declared production.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Cast Declaration for each loss separately occurring.

III. Special Conditions

A. Term of Coverage

1. Coverage under this Section commences on the effective date of the preproduction on the Cast Declaration, and shall continue until the expiration or cancellation date of this Section or the policy, whichever shall occur first.
2. The Insured shall advise the Company of the exact date of completion of Principal Photography of a declared production within seven (7) days of such completion.

B. Extension of Principal Photography

In the event that the Principal Photography of any insured production has not been completed by the termination date of the coverage, the insurance afforded by this Section shall, upon prior notification and acceptance by the Company, be extended until completion of Principal Photography, subject to the payment of additional premium.

C. Medical Examination - Commencement of Coverage

1. The Insured agrees to have the persons designated for insurance examined not more than 30 days prior to the first day of coverage of a declared production by a duly qualified physician designated or approved by the Company, who shall submit to the Company a medical questionnaire and certificate on forms approved by the Company and signed by the examinee and the physician.
2. If the physicians recommended by the Company are unavailable for completion of the medical examinations the company gives permission to use any registered physician available (other than the examinee's personal physician).
3. The Company agrees to review the medical certificate promptly, and to advise the Insured within five (5) working days of receipt of the medical certificate of approval or of any reservations, exceptions or restrictions.
4. The named persons listed in the Schedule of Named Persons on the Schedule, must be examined not more than thirty (30) days prior to the first day of principal photography by a duly qualified doctor, designated or approved by the Company, who shall submit to the Company a medical questionnaire and certificate on forms approved by the Company and signed by the examinee. Notwithstanding the above and within the normal thirty (30) day Pre-Production period, the Company will give automatic cover to any person named or to be named provided that any condition existing at that time, that would normally result in a restriction of cover, will not be insured. If by the start of principal photography an examination has not been made, the cover provided by this Section shall reduce to _Accident Only Cover_ until such person has been examined in accordance with the terms and conditions of this Section.
5. It is agreed that in consideration of a Medical Affidavit of Good Health being made by the Insured on forms approved by the Company as respects guest artists, coverage is extended to include such guest artists ninety-six (96) hours prior to the commencement of Principal Photography of an individual television episode. If any guest artist is scheduled to appear in five(5) or more episodes of any one series, a medical certificate will be required.

D. Insured's Obligation

The Insured will use due diligence to ascertain that any persons designated for insurance are in sound physical condition and of good health as respects their anticipated duties immediately prior to the attachment of any coverage.

Unless the person(s) designated for insurance have been submitted and approved by the Company and the policy endorsed accordingly.

IV. Definition of Loss

A. "Loss" as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same Production Costs as defined in the General Policy Conditions) incurred by the Insured

in completing Principal Photography of the declared production over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing Principal Photography, however, excluding any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates or any other completion date, whether or not such loss, damage, expense or liability occurs in conjunction with a loss otherwise covered under this policy.

B. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably, practically and necessarily prevents the completion of Principal Photography irrespective of any completion and/or delivery date requirements, the Insured shall have the right to abandon Principal Photography and claim under this Section for such Production Costs (as defined in the General Conditions) that have actually been incurred and rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I.

C. Before payment of an abandonment loss, the Insured shall surrender, assign and transfer to the Company or its nominees all rights, title and interest in all underlying works, as well as films or tapes and all copies and related material thereof for the production.

V. Exclusions

The coverage does not insure against loss directly or indirectly caused by or resulting from:

A. Any person(s) accepted for insurance under this Section taking part in flying other than as a passenger;

B. The inability of any insured female to perform as a result of pregnancy, menstruation, child birth or condition pertaining thereto;

C. Any insured person (s) taking part in any hazardous stunt without the written consent of the Company;

D. Any insured person(s) under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria;

E. Any person(s) under the age of six (6) years of age or over the age of sixty five (65) years of age;

F. Loss of money, securities or other consideration surrendered as a ransom payment by the Insured as a result of kidnapping or alleged kidnapping.

VI. Loss Procedure (Notice of Incapacity and Right of Medical Examination)

Immediately after the Insured is made aware of any insured person(s) being unable to commence or continue their duties as a result of which a claim might arise, the Insured shall notify the Company, and shall also procure and immediately forward to the Company the certificate of a duly qualified physician which shall detail fully the circumstances in which the incapacity arises. The Insured shall ensure and preserve to the Company the continuing right of examination, at all reasonable times by its own appointed physician, of any insured person whose incapacity may lead to a claim. The Insured agrees that failure to comply with any of these conditions will prejudice the Company and shall release the Company from any liability in connection therewith.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE

APPLICABLE TO ALL SECTIONS.

SECTION III - NEGATIVE FILM AND VIDEOTAPE

I. Insuring Agreement

The Company agrees to pay to or on behalf of the Insured such loss (defined in Paragraph VII) as the Insured shall sustain as a result of loss of, damage to, or destruction of 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 (as further defined in Paragraph VIII. A.) sound tracks and tapes used in connection therewith, caused by an insured peril (defined in Paragraph V.) while such property is used or to be used in connection with an insured production.

II. Property Not Insured

This coverage does not insure back up tape, cut-outs, unused footage or library stock.

III. Limits of Liability and Deductible

A. The Company's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any insured production.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Negative Film and Videotape Declaration for each loss separately occurring.

IV. Term of Coverage

Coverage under this section commences on the effective date of the Negative Film and Videotape Declaration. Unless otherwise endorsed, coverage 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 section or the policy; or (d) cancellation, whichever shall occur first.

V. Perils Insured

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as excluded in VI.

FAULTY PERILS

In addition the following perils are covered:

A. Fogging, or the use of faulty materials, faulty cameras or videotape recorders, or faulty sound equipment or sound tracks;

B. Faulty developing, editing or processing;

C. Cutting, physical editing, cueing or other laboratory work; or accidental erasure of videotape recordings or sound tracks;

D. Accidental exposure to light.

VI. Exclusions

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

A. Deterioration, atmospheric dampness or changes in weather conditions; exposure to extreme temperatures, unless due to a peril otherwise covered and unless not within the control of the Insured;

B. Damage to or destruction of negative film or tapes as defined in the Insuring Agreement,

paragraph 1, including duplicate work prints or out-takes, caused by or resulting from intentional acts of the Insured, or at the direction of the Insured.

C. Deliberate Exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recording or reproduction of such videotape recordings;

D. Errors or Omissions by the production crew due to non-compliance with the instructions or specifications of the material or equipment used in the production, or the accepted standards of industry practice. This exclusion applies in particular to 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.

E. Delay in delivery of raw film or tape stock; or

F. X-rays, X-ray system, fluoroscopic inspection devices, electromagnetic radiation, all whether controlled or uncontrolled and whether such loss be proximate or remote, outside the United Kingdom, Continental Europe, U.S.A. and Canada provided all reasonable precautions have been taken and the exposed or unexposed negative is properly identified as such.

VII. Definition of Loss

A. "Loss" as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same Production Costs as defined in the General Policy Conditions) incurred by the Insured in completing the insured production(s) over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I would have been incurred in completing the Insured production(s), excluding extra expenditures arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates or any other completion date, provided such expense occurs in conjunction with a loss otherwise covered under this section of the policy.

B. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably, practically and necessarily prevents completing the Insured production(s) the Insured shall have the right to abandon the production and claim under this Section for such actual expenditures incurred during production as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I. However, no claim for abandonment of the insured production will be covered hereunder, if such abandonment is the result of the Insured's failure to meet schedule deadlines, delivery dates, release dates, air dates or any other completion date that did not allow a reasonable margin for safety (as defined by industry practices) between completion of the production and any schedule deadlines, delivery dates, release duties, air dates or any other completion date and provided always that the need to incur an abandonment claim is the result of a loss otherwise covered under this section of the policy.

C. Before payment of an abandonment loss, the Insured shall surrender, assign and transfer to the Company or its nominees all rights, title and interest in all underlying works, as well as films or tapes and all copies and related material thereof for the production.

VIII. Special Representations

To the extent that failure by the Insured to abide by the following special representations increases the risk of loss or damage or results in loss or damage under this Section, such failure shall avoid the

Company's obligation and defeat recovery hereunder.

A. It is represented by the Insured that all 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 protection print or duplicate tape. Damage to any of these materials and drawings which have already been photographed and for which satisfactory negative film exists shall not result in a loss under this policy unless the corresponding negative film is also damaged, requiring reproduction of the materials as well as of the film.

B. Unless otherwise endorsed hereon, it is represented by the Insured that unprocessed negative films will not be accumulated by the Insured for shipment or processing in excess of a period of three (3) shooting days, or five (5) consecutive days, whichever is less. In any claim, action, suit or other proceeding to enforce a claim for loss or damage hereunder, the burden of proving that such loss or damage does not fall within this representation and is not a violation of this representation shall be solely upon the Insured.

C. It is represented by the Insured that 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 commencement of filming or taping of any insured production, in accordance with the highest standards of Industry practice.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS.

SECTION IV - PROPS, SETS AND WARDROBE

I. Insuring Agreement

The Company agrees to pay 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 liable, and which is lost, damaged or destroyed during the term of coverage (defined in Paragraph IV), caused by the perils insured against, while such property is used or to be used in connection with a declared production.

II. Property Not Covered

This coverage does not insure:

A. Miscellaneous equipment, as defined under Section III. B. of this policy;

B. 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;

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 declared 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 (replacement value of which is in excess of INR 125,000), 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. Film or tape as defined in Section II of this policy unless used as a prop on a theatrical set.

III. Limit of Liability and Deductible

A. The Company's limit of liability for any one occurrence shall not exceed the amount stated in the Declarations in connection with any declared production, except that with respect to antiques, objects of art, furs, jewellery, precious or semi-precious stones/metals/alloys, the Company shall not be liable for more than Rupees Four Lakhs (Rs. 400,000) with respect to any one occurrence.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Supplemental Coverages Declaration for each loss separately occurring.

IV. Term of Coverage

Coverage under this Section commences and expires as stated on the Supplemental Coverages Declaration.

V. Perils Insured

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

VI. Exclusions

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

A. Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or change of temperatures, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, unless caused by a peril not otherwise excluded;

B. Damage sustained whilst the property is being actually worked upon and directly resulting there from, or loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;

C. Shortage of inventory or any unexplained loss or mysterious disappearance;

D. Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than while on location);

E. Short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;

F. Intentional acts of the Insured, or at the direction of the Insured.

VII. Valuation

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.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS.

SECTION V - MISCELLANEOUS EQUIPMENT

I. Insuring Agreement

The company agrees to pay 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 liable, and which is lost, damaged or destroyed during the term of coverage (defined in Paragraph IV.) caused by the perils insured against, while such property is used or to be used in connection with a declared production.

II. Property Not Insured

This coverage does not insure:

A. Film or videotape, as defined under Section 3 of this policy;

B. Props, sets or wardrobe, as defined under Section 4 of this policy;

C. Permanent buildings and office contents, including, but not limited to, improvements and betterments, whether or not constructed in connection with a declared production;

D. Aircraft (including gliders and hang-gliders), watercraft, railroad cars or equipment;

E. Motor vehicles licensed for highway use, mobile equipment vans, studio location units, motor homes, or similar self-propelled type units.

III. Limit of Liability and Deductible

A. The Company's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any declared production.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Supplemental Coverages Declaration for each loss separately occurring.

IV. Term of Coverage

Coverage under this Section commences and expires as stated on the Supplemental Coverages Declaration.

V. Perils Insured

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause except as hereinafter excluded.

VI. Exclusions

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

A. Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, unless caused by a peril not otherwise excluded;

B. Damage sustained whilst the property is being actually worked upon and directly resulting there from, or loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;

C. Shortage of inventory or any unexplained loss or mysterious disappearance;

D. Rain, sleet, snow, or hail, whether driven by wind or not, to property stored in the open (other than while on location);

E. Short circuit or other electrical injury, disturbance or failure, unless fire ensues and then only for loss or damage caused by such fire;

F. Intentional acts of the Insured or at the direction of the Insured.

VII. Valuation

Property will be valued at the full cost to repair or replace such property at the time of loss (without deduction for depreciation) if such property is actually repaired or replaced within a reasonable period of time following the loss. The payment shall not exceed the amount actually spent to repair or replace the property for the same use. If not repaired or replaced, such property will be valued at its actual cash value on the date of loss.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS

SECTION VI – THIRD PARTY PROPERTY DAMAGE

I. Insuring Agreement

The Company agrees to pay to or on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of loss of, injury to, or destruction of property of others occurring during the term of coverage (defined in Paragraph III.) while such property is in the care, custody, or control of the Insured and is used or to be used in connection with a declared production.

II. Limit of Liability and Deductible

A. The Company's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any declared production.

Any such sums the Company pays will reduce the amount of the applicable aggregate limit available for any other payment under this Section.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment under this Section.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Supplemental Coverages Declaration for each loss separately occurring.

III. Term of Coverage

Coverage under this Section commences and expires as stated on the Supplemental Coverages Declaration.

IV. Exclusions

This coverage does not apply to liability for:

A. Injury to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured;

B. Injury to or destruction of property resulting from the ownership, operation or use of motor vehicles (personal or commercial), aircraft, watercraft, or railroad cars or equipment, including physical damage to any of the foregoing;

C. Injury to or destruction of property which could be covered under any other section such as negatives or videotapes, props, sets, or wardrobe, or any miscellaneous equipment; this exclusion shall also apply to archive material and library footage;

D. Damage to or destruction of premises (including buildings), including loss of use thereof, rented to or leased by the Insured for any purpose other than location filming in connection with a declared production; this exclusion applies to premises and/or property used as living quarters

for the Insured's cast and crew;

E. Loss or damage arisings out of shortage of inventory, theft, unexplained loss, or mysterious disappearance;

F. Loss of or injury to any animal;

G. Damage to gardens or plant life.

H. Any damages, loss, cost or expense arising out of any act of terrorism.

For the purpose of this insurance, an act of terrorism means an act, 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), 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.

This insurance also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

V. Defences, Supplementary Payments

With respect to such insurance as is afforded by this coverage, the Company:

A. Shall have the right to defend any suit against the Insured alleging such damages which are payable under the terms of this coverage, even if any of the allegations of the suit are groundless, false or fraudulent;

B. Pay within the applicable limit of liability;

1. All expenses incurred by the Company, all costs taxed against the Insured in any such suit, and all interest on the entire amount of any judgement therein which accrues after entry of the judgement and before the Company has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the Company's liability thereon;
2. Premiums on appeal bonds required in such suit, and premiums on bonds to release attachments for the amount not in excess of the applicable limit of liability of this coverage, but without any obligation to apply for or furnish any such bonds; and
3. All reasonable expenses other than loss of earnings, incurred by the Insured at the Company's request.

VI. Loss of Use Extension

Should the Insured sustain a loss under Section 4 or Section 5 of this policy and loss of use is claimed by a third party, this Section shall provide coverage but only for amounts that are claimed in excess of the Policy deductible.

VII. Other Insurance

It is agreed that if there is specific or other insurance, whether prior or subsequent hereto in date and by whomsoever effected, directly or indirectly covering or insuring the property covered herein, coverage afforded hereunder shall be considered primary, but not exceeding the limit of liability as outlined in Paragraph II. of this section; unless, however, there is other similar Property of Others Liability Insurance in existence, in which case this policy shall pro-rate with such other insurance.

Multiple policies involving Bank or other lending or financing entity - In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS.

SECTION VII - EXTRA EXPENSE

I. Insuring Agreement

The Company agrees to pay to the Insured such loss (as further defined in Paragraph VII., but not including loss of earnings or profit) as the Insured shall sustain by reason of such extra expense as the Insured necessarily incurs in the event of the interruption, postponement or cancellation of a declared production as a direct and sole result of loss of, damage to, or destruction of property or facilities used or to be used by the Insured in connection with such production, caused by the perils insured against, and occurring during the term of coverage (defined in Paragraph III).

II. Limit of Liability and Deductible

A. The Company's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any declared production.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Supplemental Coverages Declaration for each loss separately occurring.

III. Term of Coverage

Coverage under this Section commences and expires as stated on the Supplemental Coverages Declaration.

IV. Perils Insured

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

V. Exclusions

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

A. Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, unless caused by a period not otherwise excluded; however, in respect to mechanical or structural defect or breakdown only, this exclusion shall not apply to generators or camera equipment provided they have been fully tested and proven to be in sound working condition at the commencement of filming;

B. Damage sustained while the property is being actually worked upon and directly resulting there from, nor loss or damage to any property undergoing construction, alteration, repair, or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;

C. Shortage of inventory or any unexplained loss or mysterious disappearance;

D. Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other

than while on location);

E. Intentional acts of the Insured, or at the direction of the Insured;

F. Short circuit or other electrical injury, disturbance or failure, unless fire ensues and then only for loss or damage caused by such fire; however, this exclusion shall not apply to portable generators provided they have been fully tested and proven to be in sound working condition;

G. Loss of or damage to material described in the Insuring Agreement of Section II;

H. Loss of use or replacement of animals due to any cause.

VI. Special Exclusion

It is specifically agreed that the Company shall not be liable for any direct or indirect property loss or for expenditures incurred in the purchase, construction, repair or replacement of any property.

VII. Definition of Loss

A. "Loss" as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same Production Costs as defined in the General Policy Conditions) incurred by the Insured in completing Principal Photography of the declared production over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing Principal Photography, however, excluding any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates, or any other completion date, whether or not such loss, damage, expense or liability occurs in conjunction with a loss otherwise covered under this policy.

B. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably, practically and necessarily prevents the completion and/or delivery date requirements, the Insured shall have the right to abandon Principal Photography and claim under this Section for such Production Costs (as defined in the General Conditions) that have actually been incurred and rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I.

C. Before payment of an abandonment loss, the Insured shall surrender, assign and transfer to the Company or its nominees all rights, title and interest in all underlying works, as well as all films or tapes and all copies and related material thereof for the production.

PLEASE REFER TO THE GENERAL POLICY CONDITION WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS.

SECTION VIII - MONEY

I. Insuring Agreement

The Company will indemnify the Insured for loss of money by any cause not herein excluded and loss of or damage caused by theft or any attempt thereat to any of the specified safes or strong rooms containing the money.

II. Exclusions

This insurance does not cover:

A. Loss or damage due to any fraudulent, dishonest or criminal act by an employee, director, trustee or any other authorised representative of the Insured whether acting alone or in collusion with others unless discovered within seven days of the occurrence;

B. Loss of cash, bank or currency notes, open cheques or open postal orders in transit by unregistered post;

C. Loss from unattended vehicles;

D. Loss due to dishonoured cheques, errors, omissions or unexplained shortage or resulting from a safe or strong room being opened by a key left on the premises out of business hours;

E. Loss resulting from the Insured voluntarily parting with title or possession if induced to do so by any fraudulent means or pretence by any person other than an employee.

III. Declaration Condition

An accurate record shall be kept in the books of the Insured of all the money insured (including the names of all employees and the amount of wages, salaries or other earnings paid to them). The Insured shall at all times allow the Company to inspect such books and within one month from the expiry of the period of insurance shall supply the Company with an accurate statement of all the money insured in transit during the said period. An accurate record shall also be kept of all money in the safe(s) or strong room(s) in some place other than the said safe(s) or strong room(s).

IV. Termination as to any Employee

This insurance shall terminate as to any employee:

A. Immediately upon discovery by the Insured, any partner of the Insured or any officer of the Insured (not in collusion with such employee), of any fraudulent or dishonest act on the part of the employee, without prejudice to the loss of any property then being conveyed by the employee outside the Insureds' premises, or

B. By the Company mailing to the first named Insured written notice stating when, not less than forty five (45) days thereafter, such termination shall be effective.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS.

GLOSSARY MONEY INSURANCE

Business Hours meaning the period during which the Insured's premises are actually occupied for business purposes and during which the Insured or his employees entrusted with money are in the premises.

Employee meaning a person in the regular service of the Insured in the ordinary course of the Insured's business during the policy period and whom the Insured compensates by salary, wages or commission and has the right to govern and direct in the performance of such service.

Money meaning cash, bank notes, currency notes, cheques (including travellers cheques), postal orders, money orders, current postage and revenue stamps, National Insurance Stamps, National Savings Stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, holiday pay stamps, gift tokens, trading stamps, travel tickets, crossed bankers drafts, unused units in franking machines, national savings certificates, premium bonds, credit company sales vouchers, V.A.T. purchase invoices belonging to the Insured or to any principal or employee(s) or others whilst in the custody of the Insured.

Theft meaning unlawful carrying and taking away with intent to deprive the rightful owner of the same, involving entry to or exit from the premises by forcible and violent means or any attempt thereat.

SECTION IX - FILM/VIDEO TAPE IN STORAGE

I. Insuring Agreement

The Company agrees to pay to or on behalf of the Insured the recopying cost of reproducing video

tapes caused by an insured peril. Whilst such property is stored at the locations specified in the schedule.

II. Property Not Insured

This coverage does not insure master tapes and/or tapes where there are no copies available.

III. Limits of Liability & Deductible

A. The Company's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Declaration.

B. The Company's liability for loss shall only be to pay the amount in excess of the deductible stated in the Declaration for each loss occurring.

IV. Terms of Coverage

Coverage under this section commences and expires as stated on the supplemental coverages Declaration.

V. Perils Insured

This coverage insures against all risks of direct physical loss or damage to the film/video tapes in storage from any external cause except as hereunder excluded.

VI. Exclusions

This coverage does not insure against loss or damage directly or indirectly cause by or resulting from:

A. Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or change of temperatures, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, unless caused by a peril not otherwise excluded;

B. Damage sustained whilst the property is being actually worked upon and directly resulting there from, nor loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;

C. Shortage of inventory or any unexplained loss or mysterious disappearance;

D. Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than while on location);

E. Intentional acts of the Insured, or at the direction of the Insured.

How Loss is Settled

VII. Valuation

In the event of loss or damage to film/video tapes in storage payment shall not exceed the expenses incurred in the reproduction and replacement of film/video tapes lost, damaged or destroyed while at premises insured or while in transit nor the sum insured shown above. As respects film/video tapes specifically described herein, the amount per article specified is the agreed value thereof for the purpose of this insurance.

If film/video tapes cannot be replaced with other of like kind or quality and are not specifically described or declared, no payment shall be made under this insurance.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS.

SECTION X- GENERAL COMMERCIAL LIABILITY INSURANCE

I. Insuring Agreement

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay as compensation in respect of:

1. bodily injury, property damage or denial of access which occurs during the Period of Insurance; and to which this insurance applies.

   The Company shall have the right to defend any claim against the Insured seeking damages in respect of such coverage provided, and may make such investigation and settlement of any claim as it deems appropriate.

II. Limits of Liability

1. The Limits of Liability shown in the Declarations are the most the Company will pay regardless of the number of:
   a. Insured's; or
   b. claims brought; or
   c. persons or organisations bringing claims.
2. The Limit of Liability stated in Section 1 is the most the Company will pay in respect of bodily injury, property damage or denial of access or any combination of these arising out of one occurrence or series of occurrences consequent on one original cause other than the Insured's products.
3. The Limit of Liability stated in Section 2 is the most the Company will pay for bodily injury and property damage caused by the Insured's products.
4. The Company will pay defence expense meaning Solicitors' fees and all other litigation expenses incurred with its written consent. The defence expense shall be inclusive of all costs and expenses and such costs and expenses shall be included within the Limits of Indemnity as stated hereunder.

III. Who is Insured

The word 'Insured' may also include at the request of the Insured in the Insuring Agreement:

a. any executive officer, director, trustee or member of the board of governors thereof and any employee or volunteer worker of the Named Insured but only while acting within the scope of their duties as such;

b. any officer or member of the Named Insured's social, canteen or welfare or first aid organisations and/or fire or ambulance services in their respective capacities as such;

c. any customer or principal for whom the Named Insured is carrying out any work and against whom a claim is brought arising from an occurrence for which the Insured is responsible, happening in connection with the carrying out of such work;

d. legal personal representatives of person(s) entitled to indemnity; Property damage meaning physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof at any time resulting thereof.

IV. Extensions

1. Cross Liabilities

   If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each.

   Provided that the total amount payable in respect of damages shall not exceed the limit of indemnity.

2. Compensation for Court Attendance

   In event of any of the under mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this schedule the company will provide compensation to the Insured at the following rates per day for each day on which attendance is required.

   a. any director or partner of the Insured Rs. 5,000
   b. any employee Rs.2,500

V. Memo 1 Territorial Limits

Notwithstanding anything herein contained to the contrary this Section is extended to indemnify the Insured whilst the Insured is temporarily engaged in connection with the business:

a. anywhere in the World excluding North America.
b. anywhere in the World in respect of pre- and post-production work, business discussions and location visits;

PROVIDED THAT:

1. The insurance by this Section will only indemnify the Insured in respect of actions brought against the Insured in a Court of Law within the Jurisdiction of India.

VI. Declaration Condition

The Insured shall at all times and at any renewal of this insurance render such estimates of the wage roll and turnover as the Company may require in order to assess the premium required for this insurance and shall keep an accurate record of information on matters for which estimates have been given which shall be available to the Company for inspection. Within six months of expiry of each period of insurance the Insured shall supply the Company with a true statement of the particulars necessary for re-assessment of the premium for the expired period of insurance and should these particulars differ from the estimates upon which the premium has been paid the difference in premium shall be met by a further payment or refund as the case may be.

PLEASE REFER TO THE GENERAL POLICY CONDITIONS WHICH ARE A PART OF THIS POLICY AND ARE APPLICABLE TO ALL SECTIONS

e. any director, partner or employee of the Named Insured in respect of private work undertaken by any employee for such director, partner or employee with the prior consent of the Named Insured.

Provided that such persons or organisations shall observe fulfil and be subject to the terms, conditions and limits of this insurance and that the conduct and control of all claims be vested in the Company.

VII. Liability Exclusions

1. The indemnity provided by this section does not apply to:
   1.1. liability for loss or damage to:
      a. property belonging to the Insured;
      b. Gardens and plant life;
      c. property which at the time of an occurrence is in the care, custody or control of the Insured but this exclusion does not apply to:
         i. employees' and/or directors' and/or visitors' vehicles and effects;
         ii. premises not owned by or leased or rented to the Insured at which the Insured

is undertaking work in connection with the Business;

1.2. "Indemnity will not apply to legal liability" arising out of the ownership, possession or use by or on behalf of the Insured or any person entitled to indemnity of any:

a. mechanically propelled vehicles other than legal liability arising out of:

i. the use of any vehicle on private property other than where such set is on the Public Highway.

ii. the use of plant at the premises of the Insured.

iii. the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance policy or where insurance or security is required by law,

b. aircraft or other aerial device,

c. hovercraft,

d. waterborne craft (other than mechanically propelled craft not exceeding 50ft in length or hand propelled or sailing craft in inland or territorial waters").

1.3. liability assumed by the Insured under agreement in connection with any product supplied unless such liability would have attached in the absence of such agreement;

1.4. i. bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse of body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden, accidental and unintended by the Insured;

ii. the cost of removing, nullifying or cleaning-up seeping polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance;

1.5. liability arising from designs, plans, specifications, directions or advice prepared or given by the Insured for a fee;

1.6. loss of or damage to the Insured's products and costs of removal, repair, alteration, replacement, or reinstatement necessitated by any defect (suspected or known) or the unsuitability for its intended purpose;

1.7. damages claimed for any loss, cost, or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the Insured's product(s), if such product, work, or property is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it;

1.8. bodily injury to any person who is under a contract of service or apprenticeship with the Insured if such liability arises out of and in course of the employment of such person by the Insured;

1.9. any occurrence or offence the result of which was expected or intended from the standpoint of the Insured;

1.10. fines, penalties, punitive and/or exemplary damages;

1.11. liability assumed by the Insured under agreement unless such liability would have attached

in the absence of such agreement.

1.12. any damages, loss, cost or expense arising out of any act of terrorism.

For the purpose of this insurance, an act of terrorism means an act, 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), 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.

This insurance also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon you.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

1.13. any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos.

any damages, loss, cost or expense arising out of any:

1. demand, order, request or regulatory or statutory 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 asbestos; or
2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos.

VIII. Glossary

The conditions of this insurance shall be applied as if the definitions of the terms listed below have been included with the terms each time they appear in black bold face elsewhere in the insurance.

Asbestos meaning asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Bodily injury meaning bodily injury, sickness or disease sustained by any person which occurs during the policy period including death at any time resulting there from.

Denial of Access meaning nuisance, trespass or interference with any easement, right of air, light, water or way.

Insured's product(s) meaning anything sold, supplied, repaired, installed, erected, altered, cleaned or treated by the Insured.

Mobile equipment meaning self propelled mechanical plant being used as a tool of trade in circumstances where insurance or security is not required under the provision of any road traffic legislation.

Named Insured meaning the person or organisation named in the Insuring Agreement.

Occurrence(s) meaning an event including continuous or repeated exposure to conditions which result in bodily injury, property damage or denial of access

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022 6158 2020 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.
If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system - https://bimabharosa.irdai.gov.in
You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com , https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.
Grievance may also be lodged at IRDAI Integrated Grievance Management System https://igms.irda.gov.in

ANNEXURE A

Ombudsman Details

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD **Office of the Insurance Ombudsman,** Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahemdabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.

CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD **Office of the Insurance Ombudsman,** 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR **Office of the Insurance Ombudsman,** Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,**	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	
KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW **Office of the Insurance Ombudsman,** 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA **Office of the Insurance Ombudsman,** Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
PUNE **Office of the Insurance Ombudsman,** Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."