

# EVENT CANCELLATION INSURANCE POLICY

# **POLICY WORDINGS**

In consideration of the payment of premium and based on the information contained in the Proposal and all other documents accompanying it, Universal Sompo General Insurance Company Ltd. (hereinafter referred to as the Insurer) agrees, subject to all the terms and conditions of the *policy*, to provide coverage as follows:

#### A. Insuring Clauses

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon, We agree to indemnify Your:

- a. Ascertained net loss resulting from cancellation, abandonment or interruption of the event:
- i. resulting from circumstances which are unforeseen, unavoidable and beyond Your control where the event cannot go ahead at any time in the future.
- ii. all necessary additional expenses incurred by You to avoid or reduce a loss under this section provided such expenses do not exceed the sum of the original loss.
- b. Additional expenses incurred from postponement or relocation of the event:
- i. Either to enable the event to take place on the event date; or
- ii. To enable the event to take place at a future date.

up to but not exceeding the *limit* of *indemnity* shown in the schedule.

# B. Policy Definitions

- 1. You / Your means the person or persons, firm, organisation or company listed on the schedule as the Insured
- 2. Adverse Weather Conditions mean any weather related conditions that:
  - I. Pose a threat to the life or limb of the public attending the event
  - II. Cause the venue to become inaccessible or unusable.
  - III. Pose a threat to the life or limb of the participants due to take part of the event.
- 3. We / Us / Our means Universal Sompo General Insurance Company Limited
- 4. Policy means the following documents:
  - I. this document,
  - II. the proposal form,
  - III. the schedule,
  - IV. any certificate of insurance
  - V. any endorsements
- 1. Schedule means the schedule attaching to and forming part of this policy, including any schedule substituted for the original schedule.
- 2. Limit of indemnity means the amount stated in the schedule which shall be Our maximum Limit of indemnity under this policy in respect of each and every claim or series of *claims* attributable to one event for which this policy provides coverage,



- 3. Deductible means the amount shown as such in the schedule, which shall be Your responsibility in respect of each claim or each request for indemnity under the policy
- 4. Additional Expenses means any necessary extra expenses sustained by You:
  - I. following a postponement or relocation, over and above the expenses which would have been incurred by You if the event had not been postponed on relocated, or
  - II. reasonable additional costs incurred to reduce of prevent a cancellation, abandonment, interruption, postponement or relocation that has occurred or appears likely to occur.

additional expenses shall not include lost earnings or net profit

- 5. Event or Event(s) means the event(s) or performance(s) as described in the schedule
- 6. Ascertained Net Loss means such sums as represent:
  - Expenses which have been irrevocably expended and are directly attributable to the promoting, staging and / or organising of the event less any savings You are able to effect to mitigate such loss, and
  - II. the reduction in net profit (when insured and the figure of gross revenue is stated in the schedule) which You can satisfactorily prove would have been earned had the event(s) taken place, taking into account trends and special circumstances which would have affected such net profit, less any savings the You are able to effect to mitigate such loss
- 7. Gross Revenue means all monies paid or payable to You from every source arising out of the event(s)
- 8. Expenses means the total of all costs and charges which would have been incurred by You in organizing, running and providing services for the event(s) had a loss not occurred.
- 9. Net Profit means gross revenue less expenses.
- 10. Cancellation means the necessary cancellation, withdrawal or curtailment of the event(s)
- 11. Abandonment or abandoned means the inability to complete any or all of the event(s) once commenced.
- 12. Postponement or postponed means the unavoidable deferment of any or all of the event(s) to another time
- 13. Interruption or interrupted means the Your inability to keep open the whole or any part of the event(s) after opening, followed by the reopening thereof.
- 14. Relocation or relocated means the unavoidable removal of the event(s) to another Location.
- 15. Location means the place(s) stated in the schedule where the event(s) is due to take place.
- 16. Participant means any party who performs or would perform any essential function needed for the successful fulfillment of the event(s), including but not limited to any key performer, speaker, team, player, performing groups, exhibitors or guests



- 17. Pollutants means any type of matter, substance or ecologically harmful contaminant including, but not limited to oil, smoke, vapour, soot, fumes, fungi, acids, alkalis, chemicals and waste.
- 18. Biological agents means any
  - i. Bacteria
  - ii. Mildew, mould or other fungi
  - iii. Mycotoxins, spores, or other products of any of the foregoing
  - iv. Viruses or other pathogens (whether or not a micro-organism)
- 19. Employee means any person, other than Your director or partner, who is or has been under a contract of employment or apprenticeship or any work experience or similar scheme with You, solely in connection with Your business. This definition does not include sub-contractors.
- 20. Major peril means Fire, Lightning, Earthquake, Landslip, Flood and/or Inundation
- 21. National Mourning means a period of countrywide mourning so as to commemorate a tragic event.

#### C. Exclusions

We will not pay for any claim or claims resulting in cancellation, abandonment, interruption, postponement or relocation of the event which results directly or indirectly from

- 1. Adverse weather conditions unless specifically endorsed on the policy
- 2. non-appearance any *participant* scheduled to perform or appear at an *event* unless specifically endorsed on this policy
- 3. operation of a *major peril* which results in the non-availability of the proposed site or venue of the event, unless specifically endorsed on this policy.
- 4. breach of contract of any kind
- 5. any work being carried out by builders or other contractors which renders the *location* or its facilities unusable
- 6. any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
  - i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency.
  - ii. any travel advisory or warning being issued by a national or international body or agency
- 7. any action taken in controlling, preventing, suppressing (including any fear or threat thereof, whether actual or perceived) or in any way relating to:
  - i. influenza A (HN51) (also known as "avian flu" or "bird flu"); or
  - ii. influenza A (H1N1) (also known as 'swine flu'); or
  - iii. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); or
  - iv. any mutation, variant, strain, virus, complex or syndrome that is related to I, ii and iii. above;

This insurance also excludes loss directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of I, ii and iii above.

8. withdrawal or lack of financial support of any kind, financial failure of the event, any administrative proceedings (voluntary or involuntary) including insolvency or receivership. or financial default by any party, lack of or inadequate receipts or sales and exchange rate fluctuations



- 9. lack of audience or public support, or loss of public image
- 10. any dishonest, fraudulent, criminal or malicious act committed by You or Your Directors, Officers, Employees, Agents or Representatives
- 11. Strike or lockout by You and/ or Your employees
- 12. National mourning unless such national mourning is declared by the Central Government, and the event is taking place in India, following the death of an important national or international leader within 7 days of the commencement of the event or during the event
- 13. Discharge, dispersal, seepage, migration, release or escape of any pollutants or biological agents
- 14. Circumstances which existed prior to the inception of the policy and which threatened to result in a covered loss, if You knew or should have known of such circumstances and failed to make them known to Us in writing prior to the inception of the policy
- 15. Your lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder
- 16. Any alterations to or variance of the event without Our prior written approval
- 17. Your failing to:
  - i. observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction
  - ii. make all necessary arrangements for the successful fulfilment of the event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and / or rehearsal time) in a prudent and timely manner
  - iii. ensure that all necessary contractual arrangements were made and confirmed in writing with You and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the event(s)
- 18. actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 19. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order
- 20. any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the event(s) is to be held
- 21. actual, threatened, feared or perceived use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon
- 22. nuclear reaction, nuclear radiation or radioactive contamination
- 23. Terrorism:
  - i. any act of terrorism and / or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - ii. any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism or fear thereof.

For the purpose of this exclusion, 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 organization(s) or government(s) committed for political, religious, ideological or similar purpose including intention to influence any government and/or to put the public, or any section of the public, in fear.



# D. Policy Conditions

# 1. False or Fraudulent Acts

If You or anyone acting on Your behalf is in any way fraudulent in obtaining any benefit under this policy, We will deny liability in respect of such *claim*.

# 2. Subrogation:

If We grant indemnity under this policy in respect of any claim then We shall be subrogated to any and all rights of recovery accruing to You in respect of such *claim* regardless of whether or not any payment has been made or You have been compensated in full for Your loss. You must give all such assistance in the exercise of rights of recovery as We may reasonably require. You must refrain from doing anything that might prejudice Our actual or potential rights of recovery against any party.

#### 3. Assignment

Neither this policy nor the rights it creates may be assigned without Our prior written agreement by way of endorsement to this policy

# 4. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

# 5. Territory

Only an event taking place at a Location within India will be covered under this policy

# 6. **Observance of Policy Terms**

The due observance and fulfilment of the terms, provisions and conditions of this *policy* insofar as they relate to anything to be done or not to be done by You shall be conditions precedent to Our liability under this policy.

# 7. Other Insurance

If in respect of any claim under this policy, You are entitled to indemnity under any other policy of insurance, then We will not be liable to pay or contribute under this policy more than its rateable proportion of any compensation, costs, charges and expenses.

You agree to provide us prior to the inception of the *policy* and at all times during the period of insurance, details of any other policy of insurance in respect to the *event* 

# 8. Procedure to be followed by You if any cancellation, abandonment, interruption, relocation or postponement of the Event seems likely to occur:

- i. Give immediate notice to Us
- ii. Undertake all reasonable endeavours and carry out all reasonable practical measures to avoid, mitigate, reduce or diminish the loss
- iii. Cooperate with Us in the investigation of such cancellation, abandonment, interruption, relocation or postponement by providing Us with relevant records and documents that We may reasonably require
- iv. Provide Us with a signed proof of loss with all supporting evidence of the loss
- v. Make no admission of any liability or indemnity to any other party without Our prior written consent

# 9. Underinsurance

- i. If the expenses of the event covered; and/or
- ii. If the gross revenue (in the event net profit is Insured under this policy)

at the commencement of any loss is greater than the value than the Limits stated against item 5 (and if Net profit be insured in item 6) in the schedule to this policy, You will be considered as being Your own Insurer for the difference and shall bear a rateable proportion of the loss.

#### 10. Premium

The entire premium will be paid by You prior to the inception of this *policy* and it will be deemed to be fully earned. No refund of premium will be made under any circumstances

Policy Wording: Event Cancellation Insurance Policy

UIN: IRDAN134CP0475V01202122



#### 11. Maintenance of Records

You shall maintain adequate records in connection with the event insured under this policy throughout the entire period of insurance

#### 12. Loss Payee

In the event You have asked Us to designate any party other than You as the loss payee, and the same has been endorsed by Us in the schedule to the policy, all claim payments due under the terms and conditions of this Insurance shall be made payable to such party. Payment of such losses by Us to such Loss Payee shall be a sufficient and complete discharge of all of Our obligations to You and Loss Payee(s) in connection with said loss(es).

#### 13. Legal action against Us

No suit shall be brought upon this Insurance unless You have strictly complied with all the policy provisions and have commenced such suit within twelve months from the date of loss.

#### GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

#### Grievance cell

In case of any grievance the insured person may contact the company through:

#### Website: <u>www.universalsompo.com</u>

Toll free: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030

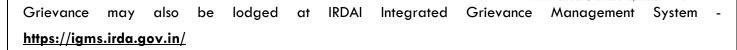
#### E-mail: contactus@universalsompo.com

**Courier**: Universal Sompo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at grievance@universalsompo.com

For updated details of grievance officer, kindly refer the link <u>www.universalsompo.com</u>



Universal Sompo General Insurance

- 1. Consumer Affairs Department of IRDAI
- a.) In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to <u>complaints@irdai.gov.in</u>. You can also make use of IRDAI's online portal Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b.) You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c.) You can visit the portal <u>http://www.policyholder.gov.in</u> for more details.

#### 2. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at <u>www.irdai.gov.in</u>, or of the General Insurance Council at <u>www.generalinsurancecouncil.org.in</u>, the Consumer Education Website of the IRDAI at <u>http://www.policyholder.gov.in</u>, or from any of Our Offices.

#### IRDAI Integrated Grievance Management System – <u>https://igms.irda.gov.in/</u>

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

Office Details	Jurisdiction of Office Union Territory,District)
AHMEDABAD - Shri Kuldip Singh	Gujarat,
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,
Jeevan Prakash Building, 6th floor,	Daman and Diu.
Tilak Marg, Relief Road,	
Ahmedabad – 380 001.	
Tel.: 079 - 25501201/02/05/06	
Email: bimalokpal.ahmedabad@cioins.co.in	
BENGALURU -	
Office of the Insurance Ombudsman,	Karnataka.
Jeevan Soudha Building,PID No. 57-27-N-19	
Ground Floor, 19/19, 24th Main Road,	



	Surak
JP Nagar, Ist Phase,	
Bengaluru — 560 078.	
Tel.: 080 - 26652048 / 26652049	
Email: bimalokpal.bengaluru@cioins.co.in	
BHOPAL -	Madhya Pradesh
Office of the Insurance Ombudsman,	Chattisgarh.
Janak Vihar Complex, 2nd Floor,	
6, Malviya Nagar, Opp. Airtel Office,	
Near New Market,	
Bhopal – 462 003.	
Tel.: 0755 - 2769201 / 2769202	
Fax: 0755 - 2769203	
Email: bimalokpal.bhopal@cioins.co.in	
BHUBANESHWAR - Shri Suresh Chandra Panda	
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	Orissa.
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: bimalokpal.bhubaneswar@cioins.co.in	
CHANDIGARH -	Punjab,
Office of the Insurance Ombudsman,	Haryana(excluding
	Gurugram, Faridabad,
	Sonepat and Bahadurgarh)
S.C.O. No. 101, 102 & 103, 2nd Floor,	Himachal Pradesh, Union
	Territories of Jammu &
	Kashmir,
Batra Building, Sector 17 – D,	Ladakh & Chandigarh.
Chandigarh – 160 017.	
Tel.: 0172 - 2706196 / 2706468	
Fax: 0172 - 2708274	
Email: bimalokpal.chandigarh@cioins.co.in	
CHENNAI -	Tamil Nadu,
Office of the Insurance Ombudsman,	Tamil Nadu
Fatima Akhtar Court, 4th Floor, 453,	PuducherryTown and
Anna Salai, Teynampet,	Karaikal (which are part of
	Puducherry).
CHENNAI – 600 018.	
Tel.: 044 - 24333668 / 24335284	
Fax: 044 - 24333664	
Email: bimalokpal.chennai@cioins.co.in	
DELHI - Shri Sudhir Krishna	Delhi &





Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in

# **GUWAHATI** -

Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 <u>Email: bimalokpal.guwahati@cioins.co.in</u>

#### HYDERABAD -

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 - 23312122 Fax: 040 - 23376599 <u>Email: bimalokpal.hyderabad@cioins.co.in</u>

# **JAIPUR** -

Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 <u>Email: bimalokpal.jaipur@cioins.co.in</u>

# ERNAKULAM - Ms. Poonam Bodra

Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg.,

Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in

# KOLKATA - Shri P. K. Rath

Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,

4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340

Policy Wording: Event Cancellation Insurance Policy UIN: IRDAN134CP0475V01202122

Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

Rajasthan.

Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

West Bengal, Sikkim, Andaman & Nicobar Islands.





	Suraksha, Han
Fax : 033 - 22124341	
Email: bimalokpal.kolkata@cioins.co.in	
LUCKNOW -Shri Justice Anil Kumar Srivastava 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 Email: bimalokpal.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 -	Goa,
Office of the Insurance Ombudsman,	Mumbai Metropolitan Region
3rd Floor, Jeevan Seva Annexe,	excluding Navi Mumbai & Thane.
S. V. Road, Santacruz (W),	
Mumbai - 400 054.	
Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052	
Email: bimalokpal.mumbai@cioins.co.in	
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of Uttar Pradesh:



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: bimalokpal.noida@cioins.co.in

PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in

**PUNE - Shri Vinay Sah** 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.: 020-41312555 <u>Email: bimalokpal.pune@cioins.co.in</u> Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

> Bihar, Jharkhand.

Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.