

## PROSPECTUS FILM INSURANCE

Insurance is an essential part of filmmaking. The basic insurance that you need will cover the health and safety of your cast and crew. If you are hiring any equipment, you will need to know what it is worth and get it insured accordingly. There are many other areas that you can look to have insured. For example, bad weather insurance covers you if you have to reshoot as a result of Mother Nature, Animal Insurance, and Insurance for vehicles chartered by You.

### Who can take the Policy?

The Policy can be taken by a Films, Movies, TV production houses and Financiers to cover any unexpected twist and turn during shooting days. Our Policy can also cover for You such unprecedented risks in the Overseas Locations.

### What is covered under the Policy?

The Policy comprises of eleven sections

| Section          | Cover   |
|------------------|---|
| <b>Section 1</b> | <p><b><u>Cast Insurance - Non Appearance:</u></b><br/> Covers financial loss incurred due to non appearance of cast members on happening of below mentioned</p> <ol style="list-style-type: none"> <li>1. Death of the cast member</li> <li>2. Cast member being diagnosed as contracting any illness or sickness or sustaining accidental injury leading to hospitalization</li> <li>3. Kidnapping of cast member</li> </ol> <p><b><u>Extension of Production Period</u></b><br/> In the event that the Insured Production has not been completed by the termination date the coverage under this Section, upon prior notification and acceptance by Us, can be extended until completion of insured production, subject to the payment of additional premium.</p>   |
| <b>Section 2</b> | <p><b><u>Negative Film and Videotape Insurance:</u></b><br/> Coves Financial Loss incurred due to destruction of Negative Film and / or Videotape on action of Fire and Allied Perils<br/> On All Risk Basis including but not restricted to following</p> <ul style="list-style-type: none"> <li>⇒ Fire and allied perils, Earthquake,</li> <li>⇒ Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation,</li> <li>⇒ Riot, strike and/or malicious damage, civil commotion</li> <li>⇒ Act of God perils, Natural calamities, Impact damage, Political Strike,</li> <li>⇒ Burglary, Housebreaking, theft, larceny, robbery</li> <li>⇒ Breakdown, mechanical/ electrical/ electronic derangement, accidental damage</li> <li>⇒ Unseasonal Rain and Weather (if additionally covered)</li> </ul> <p><b><u>Extension</u></b><br/> This Section can be extended to pay for losses or damage cost by:</p> <ul style="list-style-type: none"> <li>⇒ Fogging or the use of faulty materials</li> <li>⇒ Faulty cameras or videotapes recorders</li> <li>⇒ Faulty sound equipment or sound track</li> <li>⇒ Faulty developing, editing or processing</li> <li>⇒ Cutting, physical editing, cueing or other laboratory work or accidental erasure of videotape recordings or sound track.</li> <li>⇒ Accidental exposure to light.</li> </ul> |

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| <p><b>Section 3</b></p> | <p><b><u>All Risks – Equipment Cover:</u></b><br/>Covers all equipments such as camera, lighting, sound, props, wardrobes, miscellaneous equipments against all risks except ones specifically excluded</p> <p>On happening of destruction or damage to the covered equipment, We will pay the cost of reinstating the property equal to its condition when new provided that</p> <ol style="list-style-type: none"> <li>1. The replacement property is substantially the same as but not better than the original property when new</li> <li>2. You incur the cost of replacement</li> </ol> <p><b>On payment of additional premium, this section can be extended to cover</b></p> <ol style="list-style-type: none"> <li>1. Loss of Hiring Charges</li> <li>2. Hiring Costs</li> </ol>                                     |
| <p><b>Section 4</b></p> | <p><b><u>Extra Expenses:</u></b><br/>Covers extra expenses over and above the budgeted production incurred due to interruption, postponement, re-scheduling or re-shooting, cancellation or abandonment of the Insured Production on happening of contingencies covered in Section 1, 2 and 3 above.</p>   |
| <p><b>Section 5</b></p> | <p><b><u>Money Insurance:</u></b><br/>Covers the assured against loss destruction or damage to Money subject to the terms and conditions contained, within the Territorial Limits and not exceeding the Limit of Liability opted by You</p>  |
| <p><b>Section 6</b></p> | <p><b><u>Personal Accident:</u></b><br/>Covers Personal Accident risks of the persons proposed for Insurance under the Policy</p> <p>This Section provides for compensation to the Insured Person towards bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement within 12 (twelve) calendar months of occurrence of such injury.</p> <p>It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused solely and directly by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person's dead body to the place of residence. The cost of education of dependant children also forms part of cover under this section.</p> |

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| <p><b>Section 7</b></p>  | <p><b><u>Public Liability- Property and Personal:</u></b><br/>Covers third party legal liabilities for property and personal claims against Your legal liability (including Defense Costs) to pay Damages for third party civil claims arising out of Bodily Injury or Property Damage caused in the course of the Event by an Accident in the Premises where it is held and during the Policy Period if notified during the Policy Period in accordance with the terms of this Policy.</p>   |
| <p><b>Section 8</b></p>  | <p><b><u>Workmen’s Compensation:</u></b><br/>Covers legal liabilities of the Employer towards employees under Fatal Accident Act 1855, Workmen’s Compensation Act 1923 and any amendments thereto:</p>  |
| <p><b>Section 9</b></p>  | <p><b><u>Inclement Weather conditions:</u></b><br/>Covers adverse weather conditions halting production of film in scheduled time frame due to occurring of any one of the following.</p> <ul style="list-style-type: none"> <li>a) Refusal of authorization by a local political authority and/or bailiff on oath, which has been given notice of before or during the shooting, because of obvious insecurity to set up or organize the shooting and/or</li> <li>b) Wind blowing in excess of 90 km/hour and /or</li> <li>c) Violent storms with rainfall and/or</li> <li>d) Settling of the ground and mudslide following inclement weather and/or</li> <li>e) Overflowing of watercourse and/or</li> <li>f) Torrential rain and/or</li> <li>g) Flooding of more than 40% of the ground where the shooting takes place and/or</li> <li>h) Natural disasters</li> </ul> |
| <p><b>Section 10</b></p> | <p><b><u>Animal Insurance:</u></b><br/>Covers Death Risks of Animal employed under the project</p> <p>In the event of the immediate death of the animal, or if the death occurs within maximum 1 year following the accident that caused it, the amount as opted by You shall become payable under the Policy</p>   |
| <p><b>Section 11</b></p> | <p><b><u>Chartered Vehicles:</u></b><br/>Covers vehicles against accidental and theft risks chartered by the Insured</p> <p>The scope of this section can be further extended to cover</p> <ul style="list-style-type: none"> <li>➤ Burglary or theft with threat, use of false keys, climbing or deception</li> </ul>  |

### **Additional Benefits under the Policy**

➤ **Reinstatement of Sum Insured (Applicable for Sections 2, 3, 4, 5 and 7)**

With this endorsement, all settlement under section 2 “Negative Film and Videotape Insurance”, 3 “All Risks – Equipment Cover”, 4 “Extra Expenses”, 5 “Money Insurance” and 7 “Public Liability- Property and Personal” will be on reinstatement value basis

- Public Liability- Overseas – This extension extends cover for bodily injury and material damage to third party in the overseas locations as disclosed by You at the time of proposal

### **Major Exclusions under the Policy**

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

1. You/insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion.
2. Foreign invasion, act of foreign enemies, hostilities ( whether war declared or not), civil war, rebellion, revolution, insurrection, military, usurped power, riot, civil commotion, act of terrorism
3. Injury or Loss happening as a result of stunts, fight scenes, use of ammunition including guns.
4. Any loss incurred to you as a result of piracy or any such related acts
5. Alcohol or drug abuse.
6. Ionising radiation or contamination from radioactivity from any nuclear fuel or from any nuclear waste by combustion of nuclear fuel
7. Nuclear weapons/materials or radioactive contamination.
8. Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding. mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
9. 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.
10. Consequential Loss: Any consequential loss or damage which You may suffer by reason of claims by third parties for Your failure to fulfill any contract is hereby excluded.
11. Infidelity Exclusion: This Policy does not insure against loss or damage caused by or resulting from any fraudulent, dishonest, or criminal act(s) committed alone or in collusion with other by; Any employee, officer, director, partner, trustee or any other authorized representative of the Insured, whether or nor such act(s) be committed during regular business house.
12. Terrorism Exclusion : This Policy does not insure against loss or damage caused by or resulting from any terrorist activities unless specifically covered

### **Cancellation/Termination**

This insurance may be terminated at any time at the Your request, in which case We will retain the premium at a rate of 25% of the Policy premium for every 10% of the policy period. This insurance may also at any time be terminated at the option of the Company on 15 days notice to that effect being given to You, in which case We shall be liable to repay on demand a rate-able proportion of the premium for the unexpired term from the date of the cancellation subject to no claim being lodged on the Policy.

## **Claim Documents**

You must submit any or all of the below mentioned document(s) as requested by us for settling your claim within 30 days from date of intimating the claim.

### **In case of Death**

- a. Policy Copy
- b. Medical Reports
- c. Medical Receipts/ Original Medical Bills
- d. Investigation reports like laboratory test, X-rays and reports essential of confirmation of the type and percentage of disability
- e. Any other document as may be required by Us.

### **In case of Permanent Total Disablement**

- a. Policy Copy
- b. Disability certificate - Authorized Medical Practitioner of the district/ units concerned, (certificate) stating percentage of disablement
- c. F.I.R. and Panchnama wherever applicable (original or certified copies)
- d. Medical report
- e. Investigation reports like laboratory test, X-rays and reports essential of confirmation of the type and percentage of disability
- f. Original medical bills
- g. Any other document as may be required by Us.

### **In case of claims under Section 2, 3, 4, 5 and 7**

- a. Policy Copy
- b. Suppliers' original Invoice for replacement of any of the items of the Insured Property, damaged by the Accident and requiring replacement in the opinion of the surveyors/claim investigators
- c. Rent/ Lease agreement wherever required
- d. A copy of FIR/ DDR as applicable
- e. Proof of ownership- bills, etc
- f. Any other document as may be required by Us.

### **In case of claims under Section 9**

- a. Policy Copy
- b. Weather/ Climatic Reports
- c. Pictures for proof
- d. Any other document as may be required by Us.

Wherever details pertaining to happening of claim are conveyed by You to Us after reasonable period, You shall provide the reasons of such delay to Us and We may on analysis of reasons provided by You, may condone the delay in intimation of claim or delay in providing the required information/documents to Us.

**Please note that the Company may seek additional documents for settling claim if deemed necessary.**

For all your service requests e-mail us at [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

## **PROHIBITION OF REBATE -- Section 41 of the Insurance Act 1938**

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer

Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakhs rupees

**Please note:** The prospectus contains only an indication of cover offered, for complete details on terms, conditions, coverages and exclusions please get in touch with us or our agent and read policy wordings carefully before concluding a sale. Insurance is a subject matter of solicitation.

**Universal Sampo General Insurance Co. Ltd.,**

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Cloud City Campus; Gut No-31, Mouje  
Elthan, Thane- Belapur Road, Airoli, Navi Mumbai- 400708

Toll Free Numbers: 1-800-224030 (For MTNL/BSNL users) or 1-800-1024030.