

Film and Television Producers Package Insurance - Prospectus

INTRODUCTION

The product is intended to provide a packaged insurance solution for producers engaged in film and television production like Motion Picture or Television Production, or a Series of Television Episodes, or any other production on film or tape, comprising of cast, props and sets, film, equipment, money and liability exposure.

COVERAGE'S

"Loss" as used in section 1, 2 and 3 below shall mean any extra expenditure (the word expenditure refers to the same Production Costs) incurred by the Insured in completing Principal Photography of the declared production.

Section 1 - Extended Pre Production Cast Insurance - Pays such ascertained net loss incurred due to death, injury or sickness or Kidnap of such person designated for insurance, thus preventing him from commencing or completing their respective duties or performances or from commencing Principal Photography during the extended pre production period.

Section 2 - Cast Insurance - Pays such ascertained net loss incurred due to death, injury or sickness or Kidnap of such person designated for insurance or due to the sudden and unforeseen death, illness or injury of an immediate family member of a designated person, thus preventing him from commencing, continuing or completing their respective duties or performances in such declared production.

Main exclusions applicable to the section - Any person taking part in flying other than as a passenger, pregnancy, menstruation, child birth or condition pertaining thereto, participation in any hazardous stunt without the written consent of the Company, under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria, under the age of six (6) years of age, over the age of sixty five (65) years of age, Loss of money, securities or other consideration surrendered as a ransom payment by the Insured as a result of kidnapping or alleged kidnapping.

Section 3 - Negative Film & Video Tape - Pays any loss as a result of loss of, damage to, or destruction of raw film or tape stock, exposed film, videotape, matrices, interpositives, positives, working prints, cutting copies etc (as mentioned in the policy) while such property is used or to be used in connection with an insured production. This coverage insures against all risks of direct physical loss of or damage to the property mentioned above in addition to the following Fogging, or the use of faulty materials, Faulty developing, editing or processing; Cutting, physical editing, cueing or other laboratory work; or accidental erasure of videotape recordings or sound tracks, Accidental exposure to light.

Main exclusions applicable to the section - This coverage does not insure back up tape, cutouts, unused footage or library stock. Deterioration, atmospheric dampness or changes in weather conditions, exposure to extreme temperatures, Deliberate Exposure, Errors or Omissions by the production crew, Delay in delivery of raw film or tape stock, X-rays, Xray system, fluoroscopic inspection devices, electromagnetic radiation etc. (as mentioned in the policy wordings)

Section 4 - Props, Sets and Wardrobe - Pays for all risks of direct physical loss of or damage to props, sets, scenery, costumes, wardrobe and similar theatrical property owned by the Insured while it is being used or to be used in relation to a declared production.

Main exclusions applicable to the section - Miscellaneous equipment, Animals, plant life, (unless used as part of a theatrical set), accounts, bills, currency or money.

Section 5 - Miscellaneous Equipment - Pays for all risks of direct physical loss of or damage to any miscellaneous equipment as defined in the Policy (Like cameras, camera equipment, sound and lighting equipment, portable electrical equipment)

Main exclusions applicable to the section - Items covered under section 3 and section 4.

Section 6 - Third Party Property Damage - Pays 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 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.

Main exclusions applicable to the section - Injury to or destruction of property which could be covered under any other section, any damages, loss, cost or expense arising out of any act of terrorism, loss of or injury to any animal, damage to gardens or plant life, 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 it, 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.

Section 7 - Extra Expense - Pays for such loss 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.

Main exclusions applicable to the section - 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.

Section 8 - Money - Indemnifies the Insured for loss of money by any cause not herein excluded and loss of or damage caused by theft or any attempt threat to any of the specified safes or strong rooms containing the money.

Main exclusions applicable to the section - Loss or damage due to any fraudulent, dishonest or criminal act by an employee, director, trustee or any other authorized representative of the Insured whether acting alone or in collusion with others unless discovered within seven days of the occurrence; Loss of cash, bank or currency notes, open cheques or open postal orders in transit by unregistered post; Loss from unattended vehicles; Loss due to dishonored 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; 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.

Section 9 - Film / Video Tape in Storage - Pays the recopying cost of reproducing video tapes caused by all risks of direct physical loss or damage to the film/video tapes in storage from any external cause whilst such property is stored at the locations specified in the schedule.

Main exclusions applicable to the section - This coverage does not insure master tapes and/or tapes where there are no copies available.

Section 10 - Commercial General Liability - Indemnifies the Insured for all sums which the Insured shall become legally liable to pay as compensation in respect of 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.

Main exclusions applicable to the section - liability for loss or damage to property belonging to the Insured; property which at the time of an occurrence is in the care, custody or control of the Insured.

Common Exclusions applicable to section 4, section 5, section 7 and section 9 - Permanent buildings or structures and furniture and fixtures, aircraft, watercraft, railroad cars or equipment, motorcycles, motor vehicles or other motorised conveyances. (All the above exclusions do not apply if

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they are used in connection with a declared production, theatrical set as the case may be.) 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, loss whilst property is being worked upon or undergoing construction, alteration, repair or testing, rain, sleet, snow or hail to property stored in the open (other than while on location), Short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire.

ADDITIONAL COVERS / LIMITS

1. UNSEASONAL ADVERSE WEATHER & RAIN COVER – as mentioned in the policy schedule
2. Terrorism
3. NON – APPEARANCE OF THE CAST/KEY MEMBERS ON THE SCHEDULE OF SHOOTING
FOR THE SITUATION BEYOND THE CONTROL OF CAST/KEY MEMBERS LIKE ROAD BLOCKAGES, ACCIDENTS, FLIGHT DELAYS / CANCELLATIONS
4. FOREIGN LOCATION SHOOTS

General Exclusions Applicable to the Policy - Uninsured Event Exclusion, Consequential Loss Exclusion, War Risk and Governmental Authority and Civil Commotion Exclusion, Nuclear Exclusion, Infidelity Exclusion, Intentional Acts of the Insured, Shortage of inventory, any unexplained loss, mysterious disappearance.

FOR MORE COMPLETE DESCRIPTION OF COVERAGE / EXTENT THEREOF AND EXCLUSIONS PLEASE REFER TO THE POLICY WORDING.

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.

CLAIMS INTIMATION

In the event of any claim, call on our toll-free helpline number to register the claim at the earliest with the details of the nature of loss, location of loss, amount of loss (approx. estimation) and policy number for reference. Once we receive full and final documentation, we would process the claim with prompt turn around times.

For details, kindly refer to Policy Wordings.

Toll Free Helpline 022 - 62346234

DISCLAIMER:

The above is descriptive only. The actual terms and conditions can be found in the policy document. Insured is advised to read the policy document completely for a full description of the terms and conditions before concluding the sale.

GRIEVANCE REDRESSAL PROCEDURE

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Our Grievance Redressal Officer

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

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

- Contact us- 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@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.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

Website – www.hdfcergo.com

Contact us- 022 6158 2020/ 022 6234 6234

Email – care@hdfcergo.com

PROHIBITION OF REBATES: Section 41 of the Insurance Act 1938 provides as follows:

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 of the commission payable or any rebate of the premium shown in the policy nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectuses 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 ₹ 500/- (Rupees Five Hundred)

INSURANCE IS THE SUBJECT MATTER OF SOLICITATION