



## IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 34, Nehru Place, New Delhi - 110 019

### **EVENT CANCELLATION INSURANCE**

Whereas the Insured designated in the Schedule hereto has made to IFFCO TOKIO GENERAL INSURANCE LIMITED (HEREINAFTER CALLED THE INSURER) a written declaration and proposal containing particulars and statements, all of which are hereby declared to be the basis of this contract and has paid to the Insurer the premium stated in the Schedule as consideration,

NOW THIS POLICY WITNESSETH that subject to the terms, conditions, provisions and exclusions contained herein or endorsed hereon, the Insurer will indemnify the Insured in respect of Ascertained Actual Financial Loss sustained by the Insured, should any Insured Event specified in the Schedule be necessarily Cancelled, Abandoned, Postponed or Relocated;

#### **Provided that:**

1. The necessary Cancellation, Abandonment, Postponement or Relocation is the sole and direct result of one or more of the Insured Perils listed below operating at the Venue of the Insured Event.
2. Such peril is beyond the control of the Insured, his employees, partner(s), director(s) and anyone working on behalf of Insured.
3. The circumstance giving rise to the loss first occurs during the Period of Insurance stated in the Schedule,
4. This Insurance also indemnifies the Insured for proven additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish a loss herein insured,
5. This Insurance is subject to the Deductible / Excess stated in the Schedule, which shall be borne by the Insured.
6. The Insurer's maximum liability shall not exceed the Sum Insured stated in the Schedule for the relevant Insured Item or the aggregate Sum Insured stated in the Schedule.

#### **Insured Perils**

1. Fire, Lightning
2. Explosion/Implosion
3. Damage caused by an aircraft, other aerial or space devices and articles dropped therefrom, excluding damage caused by pressure waves.
4. Earthquake Fire and/or Shock.
5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation and Rain.
6. Riot, Strike, Malicious Damage Clause as detailed in the Definition No. 10.
7. National mourning declared due to death of National Leaders and/or Government Heads/ Dignitaries, as declared and notified by Government.

8. Any other peril or coverage as agreed to be insured by Insurer and mentioned in the Schedule/ Endorsement.

### **Definitions**

1. **Ascertained Actual Financial Loss** means such sums in excess of any Deductible stated in the Schedule as representing:
  - a) that part of the Gross Expenses which have been irrevocably expended in connection with the Insured Event less such part of the Gross Revenue received or receivable, less any savings the Insured is able to effect to mitigate such loss and
  - b) the reduction in Profit (when Profit is insured and stated in the Schedule) which the Insured can satisfactorily prove would have been earned, had the Insured Event taken place.
2. **Gross Revenue** means all monies which would have been paid or payable to the Insured from every source arising out of the Insured Event, had a loss not occurred.
3. **Gross Expenses** means the total of all costs and charges which would have been incurred by the Insured in organizing, running and providing services for the Insured Event, had a loss not occurred.
4. **Profit** (when insured) means the amount by which Gross Revenue exceeds Gross Expenses.
5. **Cancellation or Cancelled** means the inability to proceed with the Insured Event prior to commencement.
6. **Abandonment or Abandoned** means the inability to complete the Insured Event, once commenced.
7. **Postponement or Postponed** means the unavoidable deferment of the Insured Event to another time.
8. **Relocation or Relocated** means the unavoidable removal of the Insured Event to another Venue.
9. **Venue** means the place(s) stated in the Schedule where the Insured Event is to be held.
10. **Riot, Strike, Malicious Damage Clause:** It means the loss caused by:
  - a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock out or not), not being an occurrence mentioned in Exclusion No. 5.
  - b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
  - c) The willful act of any striker or locked out worker done in furtherance of strike or in resistance to a lockout.
  - d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
  - e) Any malicious act, but excluding any omission of any kind of any person (whether or not such act is committed in the course of disturbance of public peace).

11. **Proposal:** - It means any signed proposal by filling up the questionnaires and declarations, written statements and any information regarding the Insured Event to be covered under the Policy, including details of anticipated income and expenditure.
12. **Policy:** - It means the Policy Wording(s), the Schedule and any applicable Endorsement or memoranda including details of the extent of cover, exclusions and conditions of the Policy i.e. the terms on which the Policy is issued.
13. **Schedule:** - It means the latest Schedule issued by Insurer as part of the Policy. It provides details of the Policy, of the Insured and Insured Event and the level of cover the Insured has.
14. **Sum Insured:** - It means the monetary amount of coverage in respect of each Insured Item as shown in the Schedule.
15. **Insured:** - It means the person(s)/ entity(s) proposed for insurance coverage with Insurer with due payment of premium and such person(s)/ entity(s) is/are named in the Schedule lodged with the Insurer.
16. **Insured Event:** - It means the activity that is insured under this Insurance and stated in the Schedule.

### **Warranties**

#### **IT IS UNDERSTOOD AND AGREED that before the commencement of the Insured Event**

1. The Insured shall furnish to the Insurer duly authenticated statement showing the anticipated income and expenditure in relation to the Insured Event.
2. At the inception of this insurance, the Insured has no knowledge or information of circumstances which may be likely to give rise to a claim hereunder.
3. All the necessary and appropriate arrangements are made and license, permit etc, obtained for the fulfillment of the Event and the Insured shall observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
4. The change of the Event to a later date or different venue shall not be treated as Cancellation, Postponement or Abandonment of the Event, unless arising from the Insured Peril(s) stated in the Policy/ Endorsement.

### **Exclusions**

The Insurer shall not be liable under this Policy for any direct or indirect loss caused by, contributed to or resulting from any of the following:-

1. Contractual liability other than those assumed under the Policy.
2. Lack of support or insufficient finances, whenever or howsoever such financial insufficiencies shall arise.
3. Lack of adequate response or support or withdrawal of support by sponsors, delegates or exhibitors.
4. Liability for any death/ injury to any person or damage to any property/equipment.

5. Any accident, loss or damage or expense directly or indirectly, proximately or remotely occasioned by, contributed to, traceable to or arising out of war, invasion, act of foreign enemies, hostilities, war like operation (whether war be declared or not), civil war, rebellion, revolution, military or usurped power and act of terrorism.
6.
  - a) Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. Aircraft and other aerial devices travelling at sonic or super sonic speeds.
8. Any dishonest, fraudulent, criminal or malicious act or omission by proprietor of the Insured, or any partner or joint venture if the Insured is a partnership or joint venture, or any Officer or Director of the Insured if the Insured is a Company.
9. Consequential loss of any description, other than those already provided for.
10. The Insured's lack of care, diligence or prudent behavior, the result of which would increase the risk, and/or likelihood of a loss hereunder.
11. Alterations or variance of Insured Event without the prior approval of the Insurer.
12. Any Event in the open or under canvas or in a temporary structure, unless expressly informed in writing by Insured and agreed to by Insurer.
13. Failure of Insured to make necessary arrangement, like travel, rehearsal, contractual agreement and obtaining necessary permission like licenses, permits, patents etc.
14. The Insured failing to:
  - a) Make all necessary arrangements for the successful fulfillment of the Insured Event (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.
  - b) Ensure that all necessary contractual arrangements were made and confirmed in writing with the Insured and that all necessary authorizations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licenses, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the Insured Event.
15. The operation of any statute or law resulting in to Cancellation, Abandonment, Postponement or Relocation, except as mentioned in the Insured Peril(s).
16. Seepage and/or pollution and/or contamination, unless it is discovered during the Period of Insurance and is a direct cause of a loss hereunder.
17.
  - a) Lack of or inadequate receipts, sales or profits of any venture.
  - b) Variations in the rate of exchange, rate of interest or stability of any currency.
  - c) Financial default, insolvency or failure to pay any person, corporation or entity.

## **Conditions**

1. Insured shall give every notice and communication in writing to the office of Insurer through which this Insurance is effected.
2. This Policy shall be void and all premiums paid by the Insured to Insurer shall be forfeited in the event of mis-representation, mis-description or concealment/non-disclosure of any material information.
3. Any fraud, misstatement or concealment of the information provided in the Proposal or in the making of a claim shall render all claims hereunder forfeited.
4. The premium paid on this Policy is not deemed to be a cost or expense in the assessment of any claim hereunder.
5. No cancellation or return premium shall be allowed for any reduction in Sum Insured or otherwise.
6. Liability of Insurer will be reduced by any savings on expenditure or revenue received/receivable by the Insured pertaining to the Insured Event.
7. It is hereby understood and agreed that the Insured may at their discretion decide whether or not to retain ticket monies in the event of Cancellation or Abandonment of the Insured Event and Insurer shall not insist upon the retention by the Insured of such ticket monies, even though there may be no legal liability to return the same. In the event of Cancellation or Abandonment of an Insured Event and the Insured deciding to retain any ticket monies received, then the amount so retained shall be treated as a deduction from the amount which Insurer would otherwise have been liable to pay under this Policy.
8. In respect of costs, expenses, and profits to the extent they are hereby insured, this Policy is subject to the Condition of Average, that is to say, if the Insured's actual costs and expenses (and profit if insured) without any allowance for recoveries, savings or waivers at the time of loss shall be of greater amount than the Sum Insured, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured under the relevant item bears to actual costs and expenses (and profit if insured).
9. Insured shall use proper and due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss hereunder.
10. In the event of any loss occurring which gives rise to a claim under this Policy, the Insured should give every assistance to and make available to Insurers, or their appointed representatives, all such books, documents, accounts and information and permit extracts and copies thereof to be made which might be reasonably required to establish and assess any claim which may be payable hereunder.
11. All salvage, recoveries and payment due to the Insured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
12. This insurance does not cover any loss which, at the time of happening of such loss, is insured by or would, but for the existence of this Policy, be insured by any other existing Policy or Policies, except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies, had this insurance not been effected.

13. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they can not agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Insurer has disputed or not accepted liability under this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to a right of action or suit under this Policy that Award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

Subject to the above condition on arbitration and without affecting the validity of the Arbitration Clause, the parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent Court in India.

14. It is also further expressly agreed that if the Insurer shall disclaim liability of the Insured for any claim hereunder and if such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purpose be deemed to have been abandoned and shall not be thereafter recoverable hereunder.

15. Insured has an obligation to rearrange the Cancelled or Abandoned Insured Event to another time in order to avoid or diminish a loss herein insured.

16. The Insurer reserves the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this insurance, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

17. This Insurance may not be assigned in whole or in part, without the prior written consent of the Insurer.

#### 18. Claims Procedure

It is a condition precedent to the liability of the Insurer that in the event of any happening or circumstance which could give rise to a claim under this insurance, the Insured shall:

- a) Give urgent notice of the happening of any circumstance
- b) Confirm the facts in writing as soon as possible, with as much information as available
- c) Make no admission of liability without the prior written consent of the Insurer
- d) Take all steps to minimize or avoid any loss hereunder
- e) Provide the Insurer or their appointed representatives with:
  - i) all necessary assistance in a timely manner
  - ii) all information required
  - iii) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required

- f) Prove the loss to the satisfaction of the Insurer
- g) Forward immediately to the Insurer or their representatives any letter, writ, or other document received in connection with any claim made under this Policy.
- h) As soon as is practicable, render a signed statement and proof of loss to the Insurer or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Policy.
- i) Allow the Insurer the right, if they so wish, to:
  - i) Take such steps as they deem necessary to prevent, mitigate or minimize a loss.
  - ii) Take over and conduct the defence or settlement of claims made against the Insured that are covered by this insurance.
  - iii) Pursue all rights or remedies available to the Insured, whether or not payment has been made hereunder.