

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

**Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
Andheri (West), Mumbai – 400 058**

**Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
Andheri (West), Mumbai – 400 058
Tel: 0091 22 4067 9000**

EVENT CANCELLATION INSURANCE POLICY

In consideration of Your having paid the premium, We will indemnify You in respect of loss or damage to Your assets mentioned in the Schedule caused by one or more of events as mentioned under the item “What We Cover” during the Policy Period provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This Policy is an evidence of the contract between You and Universal Sompo General Insurance Company Limited. The information furnished by You in the Proposal Form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

DEFINITION

- 1. You/Your :** The person (s) named as Insured in the Schedule
- 2. We/Us/Our :** Universal Sompo General Insurance Company Limited
- 3. Proposal:** The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.
- 4. Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any.
- 5. Schedule:** The document which describes You, the cover that applies the Period of Insurance and other details of Your Policy.
- 6. Limit of Liability:** It means the amount stated in the Schedule which shall be Our maximum liability under this Policy for any one claim .
- 7. Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
- 8. Excess/Deductible** The amount stated in the Schedule, which shall be borne by You first in respect of each and every claim made under this Policy.
- 9. Sum Insured:** Sum Insured is the amount set out in the Schedule against each Section covered in the Policy which represents our Limit of Liability in respect of the coverage granted.
- 10. Event:** A significant occurrence or happening/a social gathering or activity on the specified date(s) at a particular venue/location.

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- 11. Ascertained Net:** Ascertained Net Loss means such sums in excess of any deductible stated in the Schedule, representing
- 11.1** that part of the Expenses which have been irrevocably expended in connection with the Insured Event(s), less such part of the Gross Revenue received or receivable less any savings the Insured is able to effect to mitigate such loss and
- 11.2** 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(s) taken place.
- 12. Gross Revenue:** Gross Revenue means all monies which would have been paid or payable to the Insured from every source arising out of the Insured Event(s) had a loss not occurred.
- 13. Expenses:** 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(s) had a loss not occurred.
- 14. Profit(when insured):** Profit(when insured) means the amount by which Gross Revenue exceeds Expenses.
- 15. Cancellation:** Cancellation or cancelled means the inability to proceed with any or all of the Insured Event(s) prior to commencement.
- 16. Abandonment:** Abandonment or Abandoned means the inability to complete any or all of the Insured Event(s) once commenced.
- 17. Postponement:** Postponement or Postponed means the unavoidable deferment of any or all of the Insured Event(s) to another time.
- 18. Interruption:** Interruption or interrupted means the inability of the Insured to keep open the whole or any part of the Insured Event(s) after opening, followed by the reopening thereof.
- 19. Relocation:** Relocation or Relocated means the unavoidable change of venue of the Insured Event(s) to another Venue/location.
- 20. Participant:** Participant means any party who performs or would perform any essential function needed for the successful fulfillment of the Insured Event(s).
- 21. Venue:** Venue means the address(es) stated in the Schedule where the Insured Event(s) is to be held.
- 22. Bodily injury:** Death or any bodily or mental injury or disease.
- 23. Computer Virus:** A piece of executable code not written or owned by **you** which is introduced without **your** permission or knowledge and propagates itself through **your** computer system or network.

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- 24. Defence Costs:** Reasonable costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.
- 25. Employee:** Any person working for **you** in connection with **your** business who is:
- a. employed by **you** under a contract of service or apprenticeship;
 - b. hired to or borrowed by **you**;
 - c. self-employed and working on a labour only basis under **your** control or supervision;
 - d. engaged by labour only sub-contractors;
 - e. a labour master or a person supplied by him;
 - f. engaged under a work experience or training scheme;
 - g. a voluntary helper.
- 26. National/State Mourning:** Period declared by a nation’s government which includes the days marking the death or funeral of President/Prime Minister /Chief Minister/Governor or a National leader from that country or elsewhere.
- 27. Terrorism:** An act of terrorism means an unlawful act, including but not limited to the use of force or violence &/or the threat thereof, of any person or group(s) of persons, whether acting above or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including die intention to influence any government &/or to put the public, or any section of the public in fear.

COVERAGE

SECTION I- CANCELLATION AND ABANDONMENT

What We Cover	What We Exclude
<p>We will pay</p> <p>(a)Your Ascertained Net Loss should any Insured Event(s) specified in the Schedule be necessarily Cancelled ,Abandoned, Postponed, Interrupted or Relocated ,in whole or part ,which necessary Cancellation, Abandonment, Postponment, Interruption or Relocation is the sole and direct result of any cause not otherwise excluded which occurs during the Period of Insurance and is entirely beyond Your control, or the control of Your employees or agents or the event organizer, sponsors or financial supporters</p>	<p>We will not pay for the loss/damage directly or indirectly arising out of, contributed to by, or resulting from :</p> <p>(a)any contractual breach by You.</p> <p>(b)non-availability of the Venue as a result of any work being carried out there by contractors making it unusable in whole or in part (other than as a result of an emergency occurring after the inception of this Policy).</p> <p>(c)any act of Terrorism including any threat or</p>

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<p>(b) All reasonable and necessary additional expenses incurred by You to avoid or reduce a loss under this section provided such expenses do not exceed the amount of loss thereby avoided or reduced.</p> <p>(c) Any claim for damages for which You are legally liable under contract to pay for failing to vacate the Venue at the termination date agreed with the owners or management of the venue location, as a sole and direct result of a cause not otherwise excluded which occurs during the period of the Insured Event, which is entirely beyond Your control or the control of Your employees or agents or the event organizer, sponsors or financial supporters.</p>	<p>fear of an act of terrorism (whether actual or perceived).</p> <p>[Note: 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 act of terrorism].</p> <p>If We allege that by reason of this exclusion any loss is not covered by this insurance, the burden of proving the contrary shall be upon You.</p> <p>(d) national, or religious mourning, whether declared or not, unless the death or the funeral occurs in the same country in which the Insured Event is scheduled to take place and the date of such death or funeral coincides with the date of the insured event.</p> <p>(e) any failure, withdrawal or inadequacy of necessary finance, any financial failure or financial default by anyone.</p> <p>(f) lack of or inadequate receipts or sales; inadequate, withdrawal of or no response or support from anyone; lack of or inadequate attendance or insufficient interest prior to attendance.</p> <p>(g) industrial action or labour disputes whether actual or threatened.</p> <p>(h) Pandemic</p> <p>(i) Severe Acute Respiratory Syndrome (SARS) and /or Atypical Pneumonia and /or any other contagious disease or the threat or fear thereof (whether actual or perceived).</p> <p>If We allege that by reason of exclusions (h) and (i), any loss is not covered by this insurance, the burden of proving the contrary shall be upon You.</p> <p>(j) Your lack of care, diligence or prudent</p>
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	<p>behavior, the result of which would increase the risk, and/or likelihood of a loss, hereunder.</p> <p>(k) alterations to or variance of the insured event without Our prior written approval.</p> <p>(l) adverse weather in respect of any outdoor event or Insured Event held under canvas or in a temporary structure unless agreed explicitly in writing by Us.</p> <p>(m) expenses which have not been declared to and agreed by Us.</p> <p>(n) Your failure to:</p> <p>(i) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.</p> <p>(ii) make all necessary arrangements for the successful fulfillment of the insured event(s) (which for the avoidance of doubt shall include, but not to be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.</p> <p>(iii) ensure that all necessary contractual arrangements were made and that all necessary authorizations, (which for the avoidance of doubt shall include, but not to 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 Insured Event(s)</p> <p>(o) fine/penalty imposed by the statutory authority/civic authority for breach/non-compliance of any statutory requirement by You.</p> <p>(p) any fraud, misrepresentation or concealment by You.</p> <p>(q) 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</p>
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	<p>of or damage to property by or under the order of any government or public or local authority.</p> <p>(r) 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.</p> <p>(s) any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Event(s) is to be held.</p> <p>(t) (i) ionizing radiations or contamination by Radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, (ii) the radioactive ,toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.</p> <p>(u) pollution or contamination unless it is discovered during the Period of Insurance and is a direct cause of a loss under this policy.</p> <p>(v) non-appearance of the key performer, speaker, player, team, performing group etc.</p> <p>(w) the insured perils covered under the Policy provided Our liability does not exceed 5% of Sum Insured under this Section or Rs 10,000/- whichever is higher in respect of each and every loss.</p>
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SECTION II- LEGAL LIABILITY

What We Cover	What We Exclude
<p>We will pay You</p> <p>(a) the amount which you shall become legally</p>	<p>We will not pay any costs in respect of any actual or alleged liability arising directly or</p>

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<p>liable to pay as compensation in respect of claims made against you for Third Party bodily injury or damage to Property arising out of accidents occurring during the Period of Insurance in the course of and at the Insured Event for which indemnity is provided by this insurance.</p> <p>(b)Your Defence Costs incurred in any civil proceedings alleging breach of an employer's statutory duty resulting in bodily injury which may lead to a claim covered under this Section.</p> <p>(c)Your Defence Costs incurred with Our prior written consent to defend criminal action against You for any breach of statute or regulation directly relating to any actual or potential claim covered under this section.</p> <p>In no event , We will be liable for more than the Sum Insured pertaining to this Section and the defence costs as referred to in (b) and (c) will form part of and will not be in addition to the Sum Insured for this Section.</p>	<p>indirectly out of:</p> <p>(a)loss of or damage to property owned by you;</p> <p>(b) damage to property in your care custody or control or the custody of any person under contract of service with you, other than buildings ,machinery, plant, fixtures and fittings for which You are legally liable while at the Insured Event.</p> <p>(c)transmission of any communicable disease.</p> <p>(d)bodily injury or illness arising out of or directly or indirectly contributed to by Human Immune Deficiency Virus(HIV),Acquired Immune Deficiency Syndrome(AIDS),AIDS Related Complex(ARC) or any related virus, complex or syndrome or any sexually transmitted disease;</p> <p>(e)goods or products designed, manufactured, constructed,altered,repaired,serviced,treated, sold, supplied or distributed by You other than food and drink supplied in the course of the insured event and then only up to the Sum Insured stated in the Schedule.</p> <p>(f)the ownership,occupation,possession or use of any aircraft, watercraft, vessel, mechanically Propelled vehicle,mechanical driven ride,animal or building not situate at the premises shown in the Schedule.</p> <p>(g)any contract unless You would have been liable by law if the contract had not existed;</p> <p>(h>wrongful specification or professional advice by you where rendered to a third party for a fee.</p> <p>(i)circumstances of which You were aware or ought objectively to have been aware before the period of insurance.</p> <p>(j)the erection ,installation or dismantling of any</p>
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	<p>structure that exceeds five metres in height unless agreed by Us with regard to your liability to any employee.</p> <p>(k)pollution or contamination unless You can prove that:</p> <p>(i) the pollution or contamination is caused by a sudden ,identifiable, unintended and unexpected discharge immediately following an accident occurring during the period of insurance; and</p> <p>(ii)the accident is discovered by You within 72 hours after the start of the accident and reported to Us in writing no more than 30 days later: and</p> <p>(iii) the accident did not result from Your intentional and willful violation of any statute rule, ordinance or regulation.</p> <p>(l) any act or omission You, or any Employee or agent of Yours ,deliberately or recklessly commit ,condone or ignore.</p> <p>(m)death or bodily injury resulting from the use or application of any treatment, therapy or cosmetic.</p> <p>(n)any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.</p> <p>(o)a refusal or failure to employ ,promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.</p> <p>(p) any act, error or omission in respect of the provision of Employee benefits of any kind by You.</p>
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	<p>(q)the ownership,possession or use of any Inflatable play equipment including but not limited to bouncy castles,slides or rides.</p> <p>(r)any act of Terrorism</p> <p>This insurance also excludes loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppression in any way relating to any act of Terrorism.</p> <p>If We allege that by reason of this exclusion any loss is not covered by this insurance or a reduced limit of cover applies under the employers' liability cover the burden of proving the contrary shall be upon You.</p> <p>(s) any Workers Compensation or similar legislation.</p> <p>(t) transmission of a computer virus.</p> <p>(u) the ownership, possession or use of fireworks or sparklers.</p> <p>(v)any amount which You are legally liable to pay following any judgement or award given or made outside the courts of the country shown in the Schedule. This exclusion also applies to the enforcement of any such award or judgement in any of the courts of such countries.</p> <p>(w) fines, penalties or punitive or exemplary damages.</p> <p>(x) accidents occurring during the Period of Insurance in the course of and at the Insured Event for which indemnity is provided by this insurance if Our liability does not exceed 0.5% of the indemnity limit selected by You for this Section or Rs 5000/- whichever is higher in respect of each and every loss.</p>
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General Conditions:

1.False or Fraudulent Acts

Any fraud, misstatement or concealment in the information provided or in the making of a claim or otherwise howsoever ,shall render all claims thereunder forfeited.

2. Due Diligence

You shall at all times do and concur in doing all things necessary to avoid or diminish a loss covered under this Insurance.

3. Definitions

This Insurance and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance or Schedule shall bear such meaning wherever it may appear.

4. Compliance with Terms

You shall observe and fulfil the terms and conditions contained herein or endorsed hereon.

5. Permission for other Insurance

It is understood and agreed that no other insurance shall be effected by You to protect the interest insured hereunder without Our prior written approval . In the event that such other insurance is effected, We reserve the right to amend the terms and conditions of this Insurance.

6. Under-Insurance

You shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Profit if insured) for each Insured Event, without any allowance for recoveries, savings or waivers. Should You fail to do so then We will not be liable for a greater proportion of any loss covered hereunder than the Limit of Liability bears to the full value of a total loss of Expenses (and Profit if insured) for the relevant Insured Event.

7. Premium and Expenses

The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.

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8. No Return of Premium

The premium being prepaid and this Insurance non-cancellable there can be no return of premium unless otherwise stated in the Schedule.

9. Maintenance of Records

You shall maintain adequate records in connection with the subject matter insured hereunder.

10. Salvage and Recoveries

All salvage, recoveries and payments due to You 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.

11. Subrogation

We reserve 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 Your name or otherwise. In the event of any payment under this insurance, We shall be subrogated to the extent of such payment to all Your rights of recovery and the You shall execute all papers required and shall do everything that may be necessary to secure such things.

12. Condition for Legal Action

No suit shall be brought upon this Insurance unless You have complied with all the provisions of this insurance and have commenced suit within twelve months after the loss occurs.

13. Assignment

This Insurance may not be assigned in whole or in part without Our prior written consent.

14. Loss Payee

If the Loss Payee is other than You, all claim payments due under the terms

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and conditions of this Insurance shall be made payable to the party(s) detailed in the Schedule as Loss Payee(s). Payment of such losses by Us to the Loss Payee(s) shall be a sufficient and complete discharge of all of Our obligations to You and Loss Payee(s) in connection with said loss(es).

15. Claims Procedure

It is a condition precedent to our liability under the Policy that in the event of any happening or circumstances which could give rise to a claim under this Insurance, You shall :

- (i) as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to Us at the contact details as mentioned;
- (ii) confirm the facts in writing as soon as possible, with as much information as available;
- (iii) make no admission of liability without Our prior written consent of the Underwriters;
- (iv) take all steps to minimize or avoid any loss hereunder.
- (v) provide Us or Our appointed representatives with:
 - (a) all necessary assistance in a timely manner,
 - (b) all information required,
 - (c) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
- (vi) prove the loss to Our satisfaction.
- (vii) forward immediately to Us or Our representatives any letter, writ or other document received in connection with any claim made under this Insurance.
- (viii) as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by Us at such reasonable time and place as may be designated by Us or Our representatives. So far as is in Your power You shall cause Your employees and all other persons interested in the Insured Event(s), to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any of Our act or Our representatives in connection with any investigation hereunder, shall

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be deemed a waiver of any defence which We might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to Our liability.

(ix) as soon as is practicable render a signed and sworn proof of loss to Us or Our representatives to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.

(x) allow Us the right ,if We so wish,to:

(a) take such steps as We deem necessary to prevent ,mitigate or minimize a loss.

(b)take over and conduct the defence or settlement of claims made against You that are covered by this Insurance.

(c)pursue all rights or remedies available to You whether or not Payment has been made hereunder.

16. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if We have disputed or not accepted liability under or in respect of this Policy. It is understood, however, that You shall have the right at all times during currency of the Policy to communicate only with the leading or Policy issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

17. Geographical Limits

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this Policy shall be settled in Indian Rupees only.

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18. Disclaimer Clause

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.