



Policy Wording – Ticket Cancellation Insurance

This Policy is effective when the accompanying Schedule is signed by an authorized signatory of HDFC ERGO General Insurance Company Limited (hereinafter called “The Company”)

Policy wording, Schedule and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Words and phrases that appear in bold letters have, for the purpose of this Policy, a special meaning which can be read in the Definitions section.

I. DEFINITION OF WORDS

- 1. Ascertained Net Loss** - means the loss payable to the **Insured** after adjusting **refunds** paid to the customers in connection with the cancellation of ticket of Insured Event(s), less such part of the Gross Revenue received or receivable against resale of same ticket of Insured event to another customer. The **Ascertained Net Loss** is subject to Sum insured and **deductible** as mentioned on the Policy schedule.
- 2. Bank Rate – means Bank rate** fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.
- 3. Commencement date/ Inception date** - means the commencement date of this Policy as specified in the Schedule.
- 4. Cost of ticket** – means the base price of **event** plus applicable taxes/fees
- 5. Deductible** - is an amount/Percentage/Time period mentioned in the Policy and which will apply before any claim is payable by the **Company**.
- 6. Event** - means a planned Public, Private or Social/Corporate gathering organized for the purpose of business or entertainment, entry to which is through a Pass or ticket for which money has to be paid.



7. **Insurer/Company/We/Us** -means HDFC Ergo General Insurance Company Ltd.
8. **Period of insurance** –means a period with in Policy period which commences when the **Insured** Person first makes the ticket available for sale of a specified **Event** and expires automatically on the earliest of;
 - a. Start of the **Event** subject to time **deductible**
 - b. The moment **Insured** person collects the physical ticket from the **event** counter
9. **Policy Period** - means the period between the inception date and the expiry date of the Policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.
10. **Policy Schedule** - means Schedule attached to and forming part of this Policy mentioning **Your** details, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
11. **Pre-booked** – means advance confirmed booking for entry to the **specifiedEvent** obtained through authorized means and payment of price of the **event**
12. **Pre-paid** – means the advance payment of price for attending a **pre-booked event**
13. **Refund(s)** – means the amount for which **Policy holder** is liable to pay to its customers against cancellation of the **pre-booked pre- paid event** ticket as per the terms and conditions notified at the time of sale of the ticket
14. **Specified Event** – means the **Event** which is covered and mentioned on the Policy/Endorsement Schedule
15. **You/Your/Policy holder/Insured** means the organization named in the schedule who has concluded this Policywith Us

II. COVERAGE

In consideration of payment of the premium and receipt thereof by the **Company** and subject to the terms, conditions and **deductible** of this Policy, the **Company** will indemnify the **Insured** for its **ascertained net loss** in the **event** of cancellation of **pre-booked, pre-paid event** tickets, up to the amount **Policy holder** becomes liable to pay to its customers subject to maximum of Sum Insured.



III. SPECIAL CONDITIONS

This insurance is applicable to only those events mentioned on the **Policy schedule** forming part and parcel of the Policy

IV. EXCLUSIONS

Standard Exclusions-

- Ticket cancellation followed by the cancellation, abandonment, postponement, re-scheduling or re-location of the **event**
- Cancellation against tickets booked/ purchased through illegal means (Eg: Tickets purchased from the black market)
- Any claim towards tickets that remain unsold in any form

Any claim arising from, or consisting of, the following-

- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war;
- Mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, nationalization, confiscation, requisition, seizure or loss of or damage to property by order of the government or by any public authority;
- Illegal or malicious act;
- Strike, riot, civil commotion and popular rising
- Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- Any act of Terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political,



religious, ideological, or ethnic purposes or other reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

V. BASIS OF SUM INSURED

The Sum Insured (SI) will be Cost of ticket(s) booked in one booking transaction.

VI. CLAIMS PROCEDURE

In the **event** of Claim under the Policy, **you** must;

Send the notice of claim at the address given below at the earliest or within 7 working days of completion of the **event**.

*Claims Manager
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
Andheri Kurla Road, Andheri East
Mumbai-400059
India*

Such notice shall be effective on the date of receipt by the **Company** at such address. **You** can also register the claim by calling on **Toll Free Helpline 1800 2 700 700**

Notice of claim must be accompanied by;

- Claim form
- Reconciliation of number of tickets sold, date of cancellation, date of resell and details of unsold tickets certified by an external third party auditor or Chartered accountant
- any other additional information/document required by us in connection with the claim

On receipt of all the documents/information that is relevant and necessary for the claim, the **Company** within period of 30 days shall offer a settlement of the claims to the **Insured**. If the **company**, for any reasons to be recorded in the writing and communicated to the **insured/Claimant**, decides to reject a claim under the Policy, it shall do so with in a period of 30 days from the receipt of the final documents and/or additional information/documents as the case may be.

In case, the amount admitted is less than the amount claimed, then the **insurer** shall inform the **Insured/claimant** in writing about the basis of settlement in particular. Where the claims are

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rejected, **We** shall give the reasons for the same in writing drawing reference to the specific terms and conditions of the Policy document.

In the **event** the claims is not settled within 30 days as stipulated above, **Company** will be liable to pay interest at a rate, which is 2% above the **bank rate** from the date of receipt of last relevant and necessary document from the **insured** by **insurer** till the date of actual payment.

VII. CONDONATION OF DELAY

The **Company** may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the **insured**.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the **insured** shall not be condoned where such claims would have otherwise been rejected even if reported in time.

VIII. RIGHT TO INSPECT

If required by the Company, an agent of the Company shall in case of any loss to the insured, be permitted at all reasonable times to examine the circumstances of such loss and the Insured shall on being required to do so by the Company, produce all books of accounts, receipts, documents relating to or containing entries, relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company in so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this policy.

IX. PROVING YOUR LOSS

It is **your** responsibility, at **your** own expense, to provide documentation to **us** that the loss is covered under this policy and calculate the amount of the loss that **you** claim is covered.

X. LIMITATION PERIOD

In no case whatsoever shall the **Company** be liable for any loss or damage after the expiration of 12 months from the date on which the claim under this Policy is made if the **Insured** fails to produce or deliver such documents or details as may be required by the **Company** in connection with the claim, unless the claim is the subject of pending action or arbitration.

It is being expressly agreed and declared that if the **Company** shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer

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have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

XI. GENERAL CONDITIONS

1. Policy Cancellation

We reserve the right and may at any time, cancel **Your** Policy, on grounds of misrepresentation, fraud, non- disclosure or suppression of material facts or non-cooperation by **Policy holder**, by giving 15 daynotice in writing by Registered Post Acknowledgment Due to **You** at **Your** last known address andno **refund** of premium will beapplicable under the Policy.

You may terminate this Policy at any time by giving Us written notice. The **refund** of Premium in such case will be applicable on short period basis as per the scale given below and only for those events for which no claims has been made under the Policy.

Table of Short Period Scale	
Period of Risk (not Exceeding)	Premium to be retained (% of the Annual Rate)
3 months	50%
6 months	75%
9 months	85%
Exceeding9 months	Full Annual Premium

There will be no return of premium in respect of any **event** ticket on which a loss is paid or is payable under this Policy

2. Assignment

This Policy is not assignable

3. False &Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy then this Policy shall be void and all claims being processed shall be forfeited for **Policy holder** named in the Schedule to this Policy and all

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sums paid under this Policy shall be repaid to Us by **Policy holder** named in the Schedule to this Policy.

4. Renewal

The **Company** shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The **Company** reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The **Company**, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the **Period of Insurance**.

5. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/ or exclusions contained herein is understood and agreed to by both the **Insured** and the **Company** to be subject to Indian law.

6. Arbitration

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 question be referred to the decision of a 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 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. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the **Company** has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.



XII. GRIEVANCE REDRESSAL PROCEDURE

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

- Call Center (Toll free helpline)
1800 2 700 700 (accessible from any Mobile and Landline within India)
1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails – principalgrievanceofficer@hdfcergo.com
- Designated Grievance Officer in each branch.
- CompanyWebsite – www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) 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 Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West), Mumbai- 400078.

In case **you** are not satisfied with the response / resolution given / offered by the C&G cell, then **you** can write to the Principal Grievance Officer of the **Company** at the following address

The Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West), Mumbai- 400078.

You may also approach the nearest Insurance Ombudsman for resolution of **your** grievance. The contact details of Ombudsman offices are mentioned 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

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You may also refer our website www.hdfcergo.com" <https://www.hdfcergo.com/customer-care/grievances.html> for detailed grievance redressed procedure.

Names of Ombudsman and Addresses of Ombudsmen Centres

<p>Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27545441/27546139 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in</p>	<p>Shri Raj Kumar Srivastava, Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in</p>
<p>Shri B.N. Mishra, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2705861 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>
<p>ShriVirander Kumar, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in</p>	<p>Smt. Sandhya Baliga, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23237539/23232481 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in</p>
<p>Insurance Ombudsman, Office of the Insurance Ombudsman, "JeevanNivesh", 5th Floor, Near PanbazarOverbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937</p>	<p>ShriG.RajeswaraRao, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/23312122</p>

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<p>Email: bimalokpal.guwahati@gbic.co.in</p>	<p>Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in</p>
<p>Shri P.K. Vijayakumar, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in</p>	<p>Shri K.B. Saha, Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, <u>KOLKATA-700 072.</u> Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in</p>

<p>Shri N.P. Bhagat, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>Shri A.K. Dasgupta, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in</p>
<p>Shri A.K. Jain, Office of the Insurance Ombudsman, Ground Floor, JeevanNidhi II, Bhawani Singh Road, <u>Jaipur – 302005</u> Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in</p>	<p>Shri A.K. Sahoo, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, <u>PUNE – 411030.</u> Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in</p>

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<p>Shri M. Parshad, Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru @gbic.co.in</p>	<p>Shri Ajesh Kumar Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, Noida, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in</p>
<p><u>Shri Sadasiv Mishra</u> <u>Insurance Ombudsman</u> <u>Office of the Insurance Ombudsman,</u> <u>1st Floor, Kalpana Arcade Building,,</u> <u>Bazar Samiti Road,</u> <u>Bahadurpur,</u> Patna 800 006. Email: bimalokpal.patna@gbic.co.in</p>	<p><u>OFFICE OF THE GOVERNING BODY OF</u> <u>INSURANCE COUNCIL</u> Smt. RammaBhasin, Secretary General, Shri Y.R. Raigar, Secretary 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- inscoun@gbic.co.in</p>