

Media Production Policy

CHUBB®

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Introduction

This is a Chubb media production insurance policy ('the Policy').

All parts of this Policy, including the Schedule and any endorsements, shall be read together and considered as one contract.

The operative Sections of this Policy are indicated in the Schedule. Unless a particular Section is identified in the Schedule as operative, it is of no effect and no cover is granted under it.

Please read the entire Policy carefully.

Insuring Agreement

Chubb Insurance Company of Europe SE ('the Company') agrees to provide the insurance described in each operative Section of this Policy subject to the following conditions:

1. the Insured must have paid or agreed to pay the premium set out in the Schedule;
2. the information contained in the proposal made by the Insured together with any additional information supplied to the Company on behalf of the Insured form the basis of and are part of this Policy.

Definitions

'Limit of Liability' or 'Limit of Indemnity' means the Company's limit or limits of liability stated in the Schedule to apply to any Section or sub-Section.

'Period of Insurance' means the period of time stated in the Schedule.

'Insured' means the entity identified as such in the Schedule.

Other words with specific meaning throughout this Policy appear in **bold print** and are defined in the General Policy Definitions Section. Other words with specific meaning within the applicable Section only, appear in **bold print** and are *italicised* and are defined within that Section. Where there is a conflict between any definition within a Section and any other definition in this Policy, the definition within the Section shall prevail.

Complaints Procedure

The Company is committed to providing a first class level of service at all times but recognises that occasionally things can go wrong. If the Insured wishes to make a complaint, it should write to The

CCI Manager, Chubb Insurance Company of Europe SE, One America Square, 17 Crosswall, London, EC3N 2AD.

If the Company cannot resolve the matter to the Insured's satisfaction, then the Insured may be eligible to refer the matter to the Financial Ombudsman Service. The contact details for the Ombudsman are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800.

Following the procedures of

Financial Services Ombudsman will not affect the Insured's right to take legal action against the Company.

Full details of the Company's complaints procedures are available on request. Tel: 020 7956 5000.

Section 1 - Cast

The Company will pay for the amount of loss directly resulting from:

1. an **insured person** being necessarily prevented by their death, injury, illness, sickness or disease from commencing, continuing or completing their duties or performance in a **production**; or
2. the **kidnapping** of any **insured person**; or
3. the **bereavement** of an **immediate family member** of an **insured person**;

that occurs during the Period of Insurance.

Special Conditions

Cover under this Section will apply provided that:

Commencement of cover

1. the Insured uses all reasonable efforts immediately prior to the attachment of any cover to ascertain that any **insured person** declared to the Company is in sound physical condition and of good health in respect of their expected duties.
2. the Insured has the **insured person** examined by a registered medical practitioner either:
 - a) designated or approved by the Company, who is to submit to the Company a medical examination report on forms approved by the Company and signed by the examinee and the registered medical practitioner; or
 - b) if the registered medical practitioner designated or approved by the Company is unavailable for completion of the medical examination, the Company consents to use any appropriately qualified registered medical practitioner available (other than the examinee's own).

Until such time as a medical examination report is received by the Company, cover for an **insured person** shall be on an **accident risk only** basis.

The Company agrees to review the medical examination report promptly and to advise the Insured of the approval, or of any reservations, exceptions or restrictions, of cover for that **insured person** within five (5) working days of receipt of the medical examination report.

In the event that the Company fails to advise the Insured within the above five (5) working day period the Company will cover the **insured person**

provided only that any condition existing at that time that would normally result in any reservation, exception or restriction of cover will not be insured until such time as the Company advises the Insured of the approval, or any reservation, exception or restriction of cover.

Loss Procedure – Notice of Incapacity and Right of Examination

3. immediately after the Insured is made aware of any **insured person** being unable to commence, continue or complete their duties as a result of which a claim might arise, the Insured must notify the Company and also obtain and immediately forward to the Company the medical examination report of a registered medical practitioner that details fully the circumstances in which the incapacity arises; and
4. the Insured shall ensure and preserve to the Company the continuing right of examination, at all reasonable times by the Company's own registered medical practitioner, of any **insured person** whose incapacity may lead to a claim.

The Insured agrees that if the failure to comply with Special Conditions 3 and 4 under the above Loss Procedure provision prejudices the Company no cover for that **insured person** will be available under this Section.

Extension of Filming Period

In the event that **principal photography** of a **production** has not been completed within the Period of Insurance, cover under this Section may, with prior notification to, and acceptance by, the Company, be extended until completion of **principal photography**, for which the Company reserves the right to charge an additional premium.

Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the Cast Limit stated in the Schedule, save for any claims resulting from **bereavement** where the Company's liability shall be either the:

1. Bereavement sub-limit as stated in the Schedule; or
2. loss incurred in the first five (5) consecutive filming days following the **bereavement**;

whichever is less.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

Period of Insurance

Cover for an **insured person** under this Section commences when agreed and accepted by the Company in writing and continues until:

1. the date on which a **protection print** has been completed; or
2. thirty (30) days after completion of post **production** during which a **protection print** is to have been made; or
3. the expiration date of this Section or the Policy; or
4. cancellation of this Section or the Policy;

whichever occurs first.

Basis of Settlement

In this Section loss will be calculated as:

1. additional **production costs** reasonably and necessarily incurred by the Insured in completing the **production** that would not have been incurred, but for the happening of any one or more of the **occurrences** specified in this Section's operative clause, but excepting any additional **production costs** directly or indirectly arising out of any obligation or requirement of the Insured to meet any schedule deadlines, delivery, release, air dates or any other completion date, whether or not such additional **production costs** occur concurrently with loss otherwise covered under this Section or Policy; or
2. **production costs** reasonably and necessarily incurred by the Insured, if the **production** is abandoned because completion has been reasonably and necessarily prevented by any one or more of the **occurrences** specified in this Section's operative clause, provided that:
 - a) the Company has agreed to the abandonment; and
 - b) any **production costs** directly or indirectly arising out of the Insured's failure to allow a reasonable margin of safety (as defined by industry practices) between completion of the **production** and any schedule deadlines, delivery, release, air dates or any other completion date are excepted; and
 - c) before payment, the Insured surrenders or assigns and transfers to the Company or its nominees all rights, title and interest in all underlying works, as well as **production media** and any copies made or related material used during the **production**.

Exclusions

This Section does not cover loss directly or indirectly arising out of:

1. any **insured person** flying, other than as a passenger; or
2. the inability of any **insured person** to commence, continue or complete their respective duties or performance as a result of pregnancy, menstruation, child birth or other related condition; or
3. any **insured person** taking part in any hazardous activities without the prior written consent of the Company; or
4. any **insured person** under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria; or
5. money, securities or other consideration surrendered as a ransom payment by the Insured as a result of **kidnapping** or alleged **kidnapping**; or
6. **bereavement** in the event that death, illness or injury is traceable to or accelerated by any pre-existing health condition of which the **immediate family member** has a history of suffering prior to the **insured person** being declared to the Company.

Cast Definitions

Accident Risk Only

means loss directly resulting from an **insured person** being necessarily prevented by their accidental death or injury from commencing, continuing or completing their duties or performance.

Bereavement

means emotional distress suffered by any **insured person** as a consequence of the sudden and unforeseen death of, or unexpected life threatening illness or injury to, his or her **immediate family member** occurring after the date the **insured person** has been accepted for cover by the Company.

Immediate Family Member

means mother, father, step mother, step father, child, step child, adopted child, foster child, mother in law, father in law, grandchild, grandparent, brother, sister, step brother, step sister, spouse or civil partner of the **insured person** and who is aged seventy five (75) or under at the date the **insured person** is declared to the Company.

Insured Person

means any person aged between six (6) and seventy-five (75) declared to and accepted by the Company in writing who is appearing in, working on, or is contracted to appear in or work on, the **production**.

Kidnapping

means the unlawful taking and holding of any **insured person** by others by force or fraud.

Section 2 – Production Media

The Company will pay for the amount of loss directly resulting from:

Physical Damage

1. physical loss of, damage to, or destruction of **production media** by any external cause; or

Faulty Perils

2. faulty **production media**; or
3. fogging, faulty cameras or recording equipment; or
4. faulty developing, editing or processing including where arising from faulty computer software programs; or

Accidental Perils

5. accidental erasure of recordings from **digital media** or of soundtracks; or
6. accidental exposure to light of raw or exposed film; or
7. accidental corruption of the images and sound data held on **digital media**;

that occurs during the Period of Insurance.

Special Conditions

Cover under this Section will apply provided that:

1. **production media** is kept by the Insured in a satisfactory condition and fit for its purpose until completion of the **protection print**, which is then securely stored off site. Damage to any **production media** for which a satisfactory **protection print** exists shall not result in a loss under this Policy unless the corresponding **protection print** is also damaged; and
2. all cameras, lenses and related equipment are fully tested and proved to be in sound working condition for the purpose for which they are intended to be used at commencement of filming or recording of the **production**, in accordance with the highest standards of industry practice; and
3. **digital media** is:
 - a) cross-checked and a suitable assessment for technical integrity is made as soon as practicably possible; and
 - b) securely backed up; and

- c) duplicated and securely stored off site on a daily basis, unless otherwise agreed by the Company;

Where this Special Condition 3 is complied with later than 72 hours from the date of commencement of recording, cover is subject to the Digital Media sub-limit stated in the Schedule.

4. the Insured does not accumulate unprocessed negative film for shipment or processing in excess of three (3) filming days, or five (5) consecutive days, whichever is the shorter period.

In any claim, action, suit or other proceeding to enforce a claim for loss under this Section the burden of proving that such loss does not arise out of the Insured's failure to meet these Special Conditions is solely on the Insured.

Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the Production Media Limit or applicable sub-limit as stated in the Schedule.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

1. the date on which a **protection print** has been completed; or
2. thirty (30) days after completion of post **production** during which a **protection print** is to have been made; or
3. the expiration date of this Section or the Policy; or
4. cancellation of this Section or the Policy;

whichever occurs first.

Basis of Settlement

In this Section loss will be calculated as:

1. additional **production costs** reasonably and necessarily incurred by the Insured in completing the **production** that would not have been incurred, but for the happening of any one or more of the **occurrences** specified in

this Section's operative clause, but excepting any additional **production costs** directly or indirectly arising out of any obligation or requirement of the Insured to meet any schedule deadlines, delivery, release, air dates or any other completion date, whether or not such additional **production costs** occur concurrently with loss otherwise covered under this Section or Policy; or

2. **production costs** reasonably and necessarily incurred by the Insured, if the **production** is abandoned because completion has been reasonably and necessarily prevented by any one or more of the **occurrences** specified in this Section's operative clause, provided that:
 - a) the Company has agreed to the abandonment; and
 - b) any **production costs** directly or indirectly arising out of the Insured's failure to allow a reasonable margin of safety (as defined by industry practices) between completion of the **production** and any schedule deadlines, delivery, release, air dates or any other completion date are excepted; and
 - c) before payment, the Insured surrenders or assigns and transfers to the Company or its nominees all rights, title and interest in all underlying works, as well as **production media** and any copies made or related material used during the **production**.
5. X-rays, X-ray systems, fluoroscopic inspection devices, electromagnetic radiation, radioactive contamination, exposure to radioactive materials, all whether controlled or uncontrolled. This exclusion does not apply to any:
 - a) processed negative; or
 - b) exposed or unexposed negative while in transit provided that all reasonable precautions have been taken and the negative is properly identified as such, carried as hand luggage and accompanied at all times; or
 - c) **digital media**; or
6. the Insured's failure to produce a **protection print** in the case of transfer to another **digital media** format; or
7. new techniques or experimental work.

Exclusions

This Section does not cover loss directly or indirectly arising out of:

1. gradual deterioration, condensation, deterioration due to dampness or dryness of atmosphere, changes in weather conditions, exposure to light or extremes or changes in temperature, unless such loss directly results from storm or fire; or
2. failure to exercise reasonable care and skill, including but not limited to:
 - a) errors of judgment, including those in exposure, lighting and sound recording; non-compliance with accepted standards of industry practice; or
 - b) incorrect use or type of camera, lens, lighting equipment or **production media**; or
3. deliberate or foreseeable exposure to light of raw or exposed film; or
4. delay in delivery of **production media**; or

Section 3 - Extra Expense

The Company will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** consequent upon:

1. physical loss of, damage to, or destruction of property or facilities used or to be used by the Insured for that **production**; or
2. verifiable structural or mechanical defect or breakdown, short-circuiting or other electrical injury, failure or disturbance of:
 - a) portable generators; or
 - b) camera equipment; or
 - c) lighting equipment; or
 - d) sound equipment; or
 - e) grip equipment;

provided the above listed property has been fully tested and proven to be in good working condition prior to being used on the **production**;

that occurs during the Period of Insurance.

Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the Extra Expense Limit stated in the Schedule.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

1. the date on which a **protection print** has been completed; or
2. thirty (30) days after completion of post **production** during which a **protection print** is to have been made; or
3. the expiration date of this Section or the Policy; or
4. cancellation of this Section or the Policy;

whichever occurs first.

Basis of Settlement

In this Section loss will be calculated as:

1. additional **production costs** reasonably and necessarily incurred by the Insured in completing the **production** that would not have been incurred, but for the happening of any one or more of the **occurrences** specified in this Section's operative clause, but excepting any additional **production costs** directly or indirectly arising out of any obligation or requirement of the Insured to meet any schedule deadlines, delivery, release, air dates or any other completion date, whether or not such additional **production costs** occur concurrently with loss otherwise covered under this Section or Policy; or
2. **production costs** reasonably and necessarily incurred by the Insured, if the **production** is abandoned because completion has been reasonably and necessarily prevented by any one or more of the **occurrences** specified in this Section's operative clause, provided that:
 - a) the Company has agreed to the abandonment; and
 - b) any **production costs** directly or indirectly arising out of the Insured's failure to allow a reasonable margin of safety (as defined by industry practices) between completion of the **production** and any schedule deadlines, delivery, release, air dates or any other completion date are excepted; and
 - c) before payment, the Insured surrenders or assigns and transfers to the Company or its nominees all rights, title and interest in all underlying works, as well as **production media** and any copies made or related material used during the **production**.

Exclusions

This Section does not cover loss directly or indirectly arising out of:

1. insects, vermin, inherent vice, latent defect, wear, tear, gradual deterioration, condensation, deterioration due to dampness or dryness of atmosphere, extremes or changes in temperature, shrinkage, evaporation, warping, rust, contamination, leakage of contents, unless directly resulting from storm or fire; or
2. verifiable structural or mechanical defect or breakdown, short-circuiting or other electrical injury, failure or disturbance of any property not listed in sub-paragraph 2 of this Section's operative clause; or
3. any alteration, repair, maintenance, construction or testing of property. This

exclusion does not apply to subsequent damage to any other property used or to be used in the **production** and directly resulting from fire; or

4. shortage on taking inventory, unexplained physical loss or mysterious disappearance; or
5. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open, other than while on **location**; or
6. physical loss of or damage to **production media**; or
7. replacement or incapacity of any animal used or to be used in the **production**; or
8. expenditure incurred in the purchase, construction, repair or replacement of any property.

Section 4 - Production Property

The Company will pay to or on behalf of the Insured the value of:

1. **props, sets, wardrobe**; or
2. **miscellaneous technical equipment**; or
3. **production office contents**; or
4. **action motor vehicles**; or
5. **library stock**;

owned or held in trust by the Insured and used, or to be used, in a **production** and that is lost, damaged or destroyed during the Period of Insurance.

Continuing Hire Charges

The Company will also pay under this Section related continuing hire charges, if any, where the Insured is legally liable to another for loss, damage or destruction of **props, sets, wardrobe** or **miscellaneous technical equipment** as set out in sub-paragraphs 1 and 2 of this Section's operative clause to the extent the Insured is liable under the hire agreement, up to a maximum of thirteen (13) weeks.

Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the item Limit or applicable sub-limit as stated in the Schedule.

For **props, sets, wardrobe** a sub-limit of £25,000 per **occurrence** applies under this Section for any antiques; objects of art; furs; jewellery; and precious or semi-precious stones, metals or alloys.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

1. the expiration date of this Section or the Policy; or
2. cancellation of this Section or the Policy;

whichever occurs first.

Basis of Settlement

In the event of loss, damage or destruction to item 1 - 4 under this Section's operative clause, the Company will pay the full cost of repair or replacement of such property without deduction for wear and tear or gradual deterioration provided that such property is repaired or replaced by the Insured within a reasonable period of time following the loss.

The maximum the Company will pay per **occurrence** shall not exceed the:

1. Limit for the relevant item shown in the Schedule; or
2. amount spent to repair or replace the property for the same occupancy or use to a condition equal to but not better or more extensive than its condition when new.

In the event of loss, damage or destruction to item 5 under this Section's operative clause, the amount the Company will pay shall not exceed the:

1. Limit for **library stock** shown in the Schedule; or
2. expenses incurred in the re-copying of **library stock** lost, damaged or destroyed.

If **library stock** cannot be replaced with other like kind or quality, no payment shall be made under this insurance.

Exclusions

This Section does not cover loss, damage or destruction directly or indirectly arising out of:

1. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear and tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, warping, rust, contamination, leakage of contents, short circuit or other electrical injury, disturbance or failure, unless directly resulting from storm or fire; or
2. any alteration, repair, maintenance, construction or testing of property. This exclusion does not apply to subsequent damage to any other property used or to be used in the **production** and directly resulting from fire; or
3. shortage on taking inventory, unexplained physical loss or mysterious disappearance; or
4. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open other than

while on **location** unless specifically agreed in writing by the Company; or

5. theft from an unattended vehicle, unless at the time of such theft:
 - a) the windows, doors and compartments of the vehicle are securely closed and locked; and
 - b) a manufacturer approved security alarm is used to protect the vehicle; and
 - c) no items contained in the vehicle are visible from outside; and
 - d) such theft results from forcible entry.

The cover provided under the exception in subparagraph 5 above is subject to the Theft sub-limit shown in the Schedule; or

6. ownership, operation or use of aircraft (including gliders and hang-gliders), watercraft (the replacement value of which is in excess of £5,000), railroad cars or equipment, motorcycles, motor vehicles or other motorised conveyances, except **action motor vehicles**.

railroad, airline or other tickets, permanent buildings or structures (unless constructed for use in the **production**, including but not limited to any improvements and betterments to such buildings or structures).

Production Property Definitions

Action Motor Vehicles

means any vehicle or other motorised conveyance used or to be used in front of camera during the **production**, including while in transit to or from a **location** and not being self-propelled, but excluding any vehicle being used as part of a stunt.

Miscellaneous Technical Equipment

means technical equipment used or to be used on the **production** including but not limited to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, generators, mechanical effects equipment, grip equipment, mobile dressing room and honey wagon trailer units.

Production Office Contents

means business or personal property usual to the office occupancy of the Insured including furniture, fixtures and fittings (other than landlord's furniture, fixtures and fittings), tenants' improvements, alterations and decorations, office equipment and supplies.

Props, Sets, Wardrobe

means props, sets, scenery, costumes, wardrobe and related property used as part of a **production**. It does not mean animals, plant life (unless used as part of a theatrical set), accounts, bills, currency or money, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports and

Section 5 - Production Money

The Company will pay for the amount of loss or damage to:

1. **production money**; or
2. the safe or strongroom containing the **production money** directly resulting from theft or attempted theft;

that occurs during the Period of Insurance.

Special Conditions

Cover under this Section will apply provided that:

1. an accurate and complete record is kept of all **production money** and deposited in a secure place other than in the safe or strongroom containing the **production money**; and
2. the safe or strongroom used to contain **production money** is suitably rated for the value of **production money** stored within it; and
3. the Insured, at all times, maintains the following minimum standards of precaution for the safety of **production money** not on **premises** but within the Territorial Limits:
 - a) the times of repetitive transit routes and conveyances used are varied as far as possible; and
 - b) all persons engaged in the carrying of **production money** are able-bodied adults.

Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the applicable sub-limit stated in the Schedule.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

1. the expiration date of this Section or the Policy; or
2. cancellation of this Section or the Policy;

whichever occurs first.

Exclusions

This Section does not cover loss or damage directly or indirectly arising out of:

1. the use of unregistered postal or courier services for the transit of **production money**; or
2. **production money** left in unattended vehicles; or
3. dishonoured cheques, errors, omissions or unexplained shortage or shortages due to clerical or accounting errors and computer malfunctions; or
4. the Insured voluntarily parting with title or possession if induced to do so by any fraudulent means or pretence by another; or
5. any safe or strongroom being opened by a key left in the **premises** outside **business hours**.

Production Money Definitions

Business Hours

means the period during which the Insured's employees, officers, directors, partners, trustees or any other authorised representatives entrusted with the **production money** are on the **premises** for the purpose of the business.

Premises

means permanent, demountable or relocatable buildings and motor homes the Insured owns, occupies or is responsible for and which are used for the **production**.

Production Money

means currency, coins, bank notes, bullion, food stamps, cheques or drafts drawn on any account, travellers' cheques, registered cheques and money orders.

Section 6 – Injury by Assault

The Company will pay up to the applicable Limit stated in the Schedule if any employee of the Insured suffers **bodily injury** as a direct result of assault in the course of a theft or attempted theft of **production money**.

Special Conditions

Cover under this Section will apply provided that:

1. the Insured shall give notice to the Company of **bodily injury** as soon as possible; and
2. the injured employee or, if applicable, his or her personal representatives, at their expense, shall forward a written report from a registered medical practitioner detailing the injured employee's medical condition as soon as practicable and in any event within one calendar month of the date of the assault; and
3. the injured employee receives any necessary treatment as advised by a registered medical practitioner and continues to have such treatment for as long as may be medically required.

Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the applicable sub-limit relating to the type of **bodily injury** suffered by the injured employee stated in the Schedule.

The Company's obligations under this Section for any one claim end upon payment for **bodily injury** for the injured employee, for whom such payment is made, save for any claim for **temporary total disablement**.

The Company shall not pay for more than one item in respect of any one person for the same assault resulting in **bodily injury** except in respect of **permanent total disablement** or **temporary total disablement** and all sums paid under **temporary total disablement** shall be deducted from any sum becoming payable under death or **loss of limbs, loss of sight, loss of hearing or loss of speech**, the Company being liable only for the balance.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

1. the expiration date of this Section or the Policy; or
2. cancellation of this Section or the Policy;

whichever occurs first.

Exclusions

This Section does not cover:

1. any person under 16 or over 70 years of age at the time of the assault resulting in **bodily injury**; or
2. death, **loss of limbs, loss of sight, loss of hearing, loss of speech or temporary total disablement** occurring after three calendar months of the date of the assault resulting in **bodily injury**; or
3. **permanent total disablement** without proof provided to the Company that the inability to engage in any gainful occupation has continued throughout a period of 104 weeks from the date of the assault resulting in **bodily injury** and will continue for the remainder of the injured employee's life; or
4. **temporary total disablement**;
 - a) in respect of any one person for more than 104 weeks for any one assault or series of assaults resulting in **bodily injury** occurring in any one Period of Insurance; and
 - b) until the total amount payable by the Company is ascertained and agreed.

Injury by Assault Definitions

Bodily Injury

means:

1. death; or
2. **loss of limbs**; or
3. **loss of sight**; or
4. **loss of hearing**; or
5. **permanent total disablement**; or

6. **temporary total disablement.**

Loss of Hearing

means the total and irrecoverable loss of hearing.

Loss of Limbs

means:

1. in the case of a leg - physical severance at or above the ankle or permanent and total loss of use of an entire leg or foot; or
2. in the case of an arm - physical severance of all four fingers of one hand through or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent and total use of an entire arm or hand.

Loss of Sight

means:

1. in both eyes - once the name of the injured person has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and the Company is satisfied that the condition is permanent and without expectation of recovery; or
2. in one eye - when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at three feet that which the injured employee should see at sixty feet) and the Company is satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

means the total and irrecoverable loss of use of the power of audible and intelligible speech.

Permanent Total Disablement

means disablement, which in the opinion of a registered medical practitioner, will in all probability entirely prevent the injured employee from engaging in any occupation for the remainder of the injured employee's life.

Temporary Total Disablement

means temporary disablement that entirely prevents the injured employee from engaging in a substantial part of their usual occupation.

Section 7 - Property of Others

The Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of loss, damage or destruction of property of others occurring during the Period of Insurance while such property is in the care, custody, or control of the Insured for:

1. use in; or
2. in connection with;

a **production**.

Under this Section the Company will also indemnify the Insured for **legal defence costs** provided they are incurred with the Company's prior written consent.

Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the Property of Others Limit stated in the Schedule.

Payments made by the Company for **legal defence costs** incurred by the Insured will reduce the amount of the Property of Others Limit available for any other payment. The remaining amount of such Limit of Liability is the most that will be available for any other payment.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

1. the expiration date of this Section or the Policy;
or
2. cancellation of this Section or the Policy;

whichever occurs first.

Exclusions

This Section does not cover loss, damage or destruction directly or indirectly arising out of:

1. ownership, operation or use of aircraft (including gliders and hang-gliders), watercraft, railroad cars or equipment, motorcycles, motor vehicles or other motorised conveyances; or

2. shortage on taking inventory, unexplained physical loss, or mysterious disappearance.

Nor does this Section cover loss, damage or destruction of:

3. animals, gardens or plant life; or
4. property more specifically covered under Section 4 of this Policy; or
5. premises being used by the Insured for any purpose other than location filming for a **production**, including premises used as living quarters for the Insured's cast and crew.

Section 8 - Employers' Liability and Public Liability

Sub-Section 8A. Employers' Liability

The Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of **bodily injury** sustained by an **employee** arising out of and in the course of their employment by the Insured and caused by an **occurrence** in connection with the Insured's business provided that such **occurrence** happens:

1. during the Period of Insurance; and
2. within the Territorial Limits; and
3. the claim by a person or organisation for damages for such **bodily injury** is made within the Territorial Limits.

Cover under this sub-Section is subject to the applicable Limit of Indemnity.

Sub-Section 8B. Public Liability

The Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of **bodily injury, property damage or nuisance** caused by an **occurrence** in connection with the Insured's business provided that such **bodily injury, property damage or nuisance** happens:

1. during the Period of Insurance; and
2. within the Territorial Limits; and
3. the claim for damages is made within the Territorial Limits.

Cover under this sub-Section is subject to the applicable Limit of Indemnity.

Compulsory Insurance and Rights of Recovery – UK Employers' Liability (Compulsory Insurance) Act 1969

The Company agrees to make payment under this Section in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and regulations made under it, or subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands to the extent required by such legislation.

The Insured agrees to reimburse the Company for any payment made by the Company that would not have been made under the terms and conditions of

this Policy save for the agreement contained in this provision.

Limits of Indemnity and Deductible

The Limits of Indemnity apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Period of Insurance stated in the Schedule, unless the Period of Insurance is extended after issuance for an additional period. In that case, the additional period will be deemed to form part of the last preceding period for the purposes of determining the Limits of Indemnity.

The Company's obligations end when the applicable Limit of Indemnity has been exhausted.

Sub-Section 8A (Employers' Liability)

Irrespective of the number of claims, the liability of the Company under sub-Section 8A for:

1. damages and related claimants' costs; and
2. other amounts described as reducing the Limits of Indemnity (see the provision below entitled *Payments that Reduce the Limits of Indemnity*);

arising out of the same **occurrence** or claim or series of **occurrences** or claims consequent on or attributable to the same or substantially the same source or original cause shall not exceed the Employers' Liability Limit stated in the Schedule.

Sub-Section 8B (Public Liability)

Irrespective of the number of claims, the liability of the Company under sub-Section 8B for:

1. damages and related claimants' costs; and
2. other amounts described as reducing the Limits of Indemnity (see the provision below entitled *Payments that Reduce the Limits of Indemnity*);

arising out of the same **occurrence** or claim or series of **occurrences** or claims consequent on or attributable to the same or substantially the same source or original cause shall not exceed the Public Liability Limit stated in the Schedule.

Defence Costs

Under sub-Section 8A, payments made under the extension entitled *Defence Costs* will reduce the amount of the Limit of Indemnity available for any other payment. The remaining amount of such Limit of Indemnity is the most that will be available for any other payment.

Under sub-Section 8B, payments made under the extension entitled *Defence Costs* shall be in addition to the Limit of Indemnity stated in the Schedule.

Pollution and Contamination

1. The amount stated in the Schedule for the Public Liability Limit will be the amount of the Pollution and Contamination Limit, per **occurrence** and in the aggregate, applicable to pollution and contamination. The Pollution and Contamination Limit will be part of (and will not be in addition to) all other Limits of Indemnity.
2. Irrespective of the number of claims or **occurrences**, the liability of the Company in connection with pollution or contamination under sub-Section 8B (Public Liability) for:
 - a) damages and related claimants' costs; and
 - b) other amounts described as reducing the Limits of Indemnity (see the provision below entitled *Payments that Reduce the Limits of Indemnity*);

shall not exceed the Pollution and Contamination Limit. Any such sums paid will reduce the amount of the Pollution and Contamination Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

Payments that Reduce the Limit of Indemnity

1. Payments made under this Section for any of the following will reduce the applicable Limits of Indemnity:
 - a) any damages and related claimants' costs; and
 - b) any amounts under any extension, save as indicated in paragraph 2 below.
2. Unless otherwise indicated, under sub-Section 8B only, payments made by the Company under the extension entitled *Defence Costs* will not reduce the applicable Limits of Indemnity.

Terrorism Limit

Irrespective of the number of claims, the liability of the Company for:

1. damages and related claimants' costs; and
2. other amounts described as reducing the Limits of Insurance (see the provision entitled *Payments that Reduce the Limits of Indemnity*);

arising out of the same **occurrence** or claim or series of **occurrences** or claims consequent on or attributable to **terrorism** shall not exceed the Limit of Indemnity applicable to **terrorism** stated in the Schedule. Such limit is part of, and not in addition to, the Employers' Liability Limit.

Extensions

Extensions are subject to the terms and conditions (including exclusions and Limits of Indemnity) applicable to the sub-Section under which the extension is provided.

The Company's obligations under any extension end when the applicable Limit of Indemnity has been exhausted.

Compensation for Court Attendance or Staff Disruption

Under this Section, the Company shall pay the following sums to the Insured in the event that a partner, director, officer or **employee** of the Insured, at the request of the Company:

1. attends a court or arbitration hearing as a witness - up to £250 for each day on which that person attends as a witness.
2. is interviewed by the lawyers conducting the defence against a claim for the purpose of providing a witness statement - up to £50 per hour in respect of the time certified by the lawyers as time being interviewed.
3. is reasonably needed to attend a Conference with Counsel (as that expression is used by the Bar of England and Wales) - up to £50 per hour in respect of the time certified by the lawyers conducting the defence against the claim as time spent in such conference.
4. attends a court or arbitration hearing as an observer - up to £50 for each day on which that person attends as an observer, provided that the Company shall only be liable to compensate for the occupation of one observer per day.

Consumer Protection Act 1987 – Food Safety Act 1990 (UK)

Under sub-Section 8B (Public Liability) only, the Company will indemnify the Insured and, at the request of the Insured, a partner, director, officer or **employee** of the Insured for necessary and reasonable legal fees and expenses (including prosecution costs awarded) reasonably incurred with the Company's prior written consent, in the defence against a prosecution or an appeal against conviction resulting from an actual or alleged breach of the:

1. Consumer Protection Act 1987 – Part II; or
2. Food Safety Act 1990 – Part II and Food Hygiene (Amendment) Regulations 1990;

or subsequent amendment or re-enactment, or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands, provided that the proceedings relate to an **occurrence**:

- a) happening during the Period of Insurance and in connection with the Insured's business; and
- b) which may be the subject of indemnity under this Policy.

In the event of any dispute arising concerning whether any prosecution should be defended, or an appeal made, such dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between the Insured and the Company, or in default of agreement nominated by the President of the Law Society) whose decision shall be final and binding on both parties.

Data Protection Act 1998 (UK)

Under sub-Section 8B (Public Liability) only, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay resulting from an **occurrence** during the Period of Insurance under Section 13 or Section 21 of the Data Protection Act 1998 ('the 1998 Act'), provided that:

1. the Insured has made and will maintain all notifications required by the 1998 Act in respect of all types of personal data processed by the Insured, and all purposes for which the Insured processes such data;
2. the Company shall have no liability under this extension in respect of any:
 - a) act or omission which the Insured commits knowing it will result in a breach of the 1998 Act; or
 - b) cost of replacing, rectifying, reinstating or erasing any data.

The liability of the Company in respect of this extension shall not exceed in the aggregate the Public Liability Limit stated in the Schedule.

Defective Premises Act 1972 (UK)

Under sub-Section 8B (Public Liability) only, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay under Section 3 of the

Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **property damage** happening during the Period of Insurance to premises which have been disposed of by the Insured.

This extension does not apply to any cost of remedying any defect in any such premises.

Defence Costs - Including Corporate Manslaughter and Corporate Homicide Act 2007 (UK)

Under this Section, the Company will indemnify the Insured for the following, provided they are incurred with the Company's prior written consent:

1. **legal defence costs**;
2. legal fees for representation of the Insured at a coroner's inquest or similar inquiry or court proceedings in connection with an alleged breach of statutory duty resulting from an **occurrence** which may be the subject of indemnity under this Policy; and
3. legal fees and expenses (not including prosecution costs awarded) reasonably incurred in the defence of a prosecution or an appeal against conviction under the Corporate Manslaughter and Corporate Homicide Act 2007 or subsequent amendment or re-enactment, or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands, provided the proceedings relate to an **occurrence** which may be the subject of indemnity under this Policy.

In the event of any dispute arising concerning whether any prosecution should be defended, or an appeal made, such dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between the Insured and the Company, or in default of agreement nominated by the President of the Law Society) whose decision shall be final and binding on both parties.

Environmental Remediation Costs – UK Statutory Liability

Under sub-Section 8B (Public Liability) only, notwithstanding the exclusion entitled *Pollution or Contamination*, the Company will indemnify the Insured for **remediation costs** that the Insured becomes legally liable to pay because the Insured has been required to:

1. incur such **remediation costs** by a competent agency or authority acting pursuant to **environmental laws**; or

2. reimburse such **remediation costs** to a competent agency or authority acting pursuant to **environmental laws**;

in respect of **environmental damage** that happens within the United Kingdom and which is caused by a sudden, identifiable, unintended and unexpected event in connection with the Insured's business, provided that any requirement in respect of such **remediation costs** is made within the United Kingdom.

In connection with the above, the Company will also indemnify the Insured for **remediation costs** necessarily incurred by the Insured with the Company's consent following such **environmental damage** in order to prevent further imminent **environmental damage**, but only to the extent that the Insured would be reasonably likely to be required to incur such costs pursuant to **environmental laws**.

This extension will apply provided such **environmental damage** happens during the Period of Insurance.

This extension does not apply to any:

1. **remediation costs** incurred in respect of property owned, held in trust or occupied by, leased or rented to, or in the care, custody or control of the Insured; or
2. liability under the Environmental Liability Directive (Directive 2004/35/CE) or legislation implementing such Directive, save where such liability would have existed in the absence of such Directive or legislation.

Health and Safety at Work Act 1974 (UK)

Under this Section, the Company will indemnify the Insured and, at the request of the Insured, partners, directors, officers and **employees** of the Insured for necessary and reasonable legal fees and expenses (including prosecution costs awarded) reasonably incurred with the Company's prior written consent, in the defence against a prosecution or an appeal against conviction resulting from an actual or alleged breach of the Health and Safety at Work Act 1974 (and regulations made under it) or subsequent amendment or re-enactment, or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands, provided the proceedings relate to an **occurrence**:

1. happening during the Period of Insurance and in connection with the Insured's business; and
2. which may be the subject of indemnity under this Policy.

In the event of any dispute arising concerning whether any prosecution should be defended, or an appeal made, such dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between the Insured and the Company, or in default of agreement nominated by the President of the Law Society) whose decision shall be final and binding on both parties.

Indemnity to Others - Partners, Directors, Officers, Employees, Principals or Various Others

1. Under this Section, at the request of the Insured, the Company will indemnify against liability the Insured's partners, directors, officers or **employees** (whilst acting within the scope of their duties as such).
2. Under this Section, at the request of the Insured, the Company will indemnify against liability:
 - a) officers or members of the Insured's social, canteen, welfare or first aid organisations or fire or ambulance services in their respective capacities as such;
 - b) **employees** in respect of private work undertaken by an **employee** with the prior consent of the Insured;
 - c) principals for whom the Insured is or has been carrying out work, in respect of an **occurrence** for which the Insured is responsible, but only:
 - i. if and to the minimum extent that the Insured is obliged (pursuant to a written contract or agreement between the Insured and such person or organisation) to provide them with cover under this Policy; and
 - ii. with respect to activities happening after the execution of such contract or agreement.

The provisions of this *Indemnity to Others* extension apply provided that:

1. the injury or damage results from activities in connection with the Insured's business;
2. such person or organisation shall observe, fulfil and be subject to the terms and conditions of this Policy;
3. such person or organisation is not entitled to indemnity under any other insurance;
4. such person or organisation has no conflict of interest with the Insured; and

5. the Company shall be entitled (but not obliged) to take over and conduct the investigation, defence and settlement of any claim at its discretion.

Motor Liability – Contingent, Incidental Movement, Loading/Unloading or Tool of Trade

Under sub-Section 8B (Public Liability) only, notwithstanding the exclusion entitled *Vehicles*, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of **bodily injury** or **property damage** caused by an **occurrence** in connection with the Insured's business and resulting from:

1. the use of a mechanically propelled vehicle not owned or provided by the Insured, unless arising while such vehicle is driven:
 - a) by the Insured;
 - b) by a person, with the consent of the Insured, if the Insured knows that such person does not hold a valid licence to drive the vehicle; or
 - c) within the United States of America, its possessions or territories.
2. the incidental movement of a mechanically propelled vehicle by the Insured, because such vehicle interferes with and obstructs the performance of the Insured's business, provided that such movement is restricted to the minimum required to obtain access to or exit from the Insured's premises.
3. the loading or unloading of a mechanically propelled vehicle or trailer attached thereto.
4. the use of self-propelled mechanical plant whilst lawfully operated as a tool of trade on land.

However, this extension does not apply to any:

1. circumstances in which the Insured is required to maintain compulsory insurance, or to provide equivalent security, to comply with the requirements of any legislation applicable to any vehicle, trailer or plant described above, including any road traffic legislation.
2. loss of or damage to any vehicle, trailer or plant described above, or any contents thereof.
3. aircraft, spacecraft, aerial or aerospace device, hovercraft or waterborne craft (other than mechanically propelled waterborne craft not exceeding 50ft in length or hand propelled or

sailing craft in inland waters or territorial waters).

New Acquisitions

Under this Section, at the request of the Insured, the Company will indemnify against liability a **subsidiary organisation** acquired or formed by the Insured during the Period of Insurance, provided that in respect of any newly acquired or formed organisation:

1. full underwriting information is provided within 30 days of acquisition or formation, or within such other period as may be agreed by the Company;
2. the business of the **subsidiary organisation** is similar to the Insured's business; and
3. the Insured accepts any additional terms and conditions determined by the Company and pays any additional premium required.

Cross Liabilities

Under sub-Section 8B (Public Liability) only, where the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each.

Provided that the total amount payable in respect of damages shall not exceed the applicable Limit of Indemnity.

Unsatisfied Court Judgments

Under sub-Section 8A (Employers' Liability), if an **employee** sustains **bodily injury**:

1. in the course of employment by the Insured; and
2. caused by an **occurrence** during the Period of Insurance;

for which a party other than the Insured is legally liable, and the **employee** is unable to:

1. enforce a judgment for damages for such injury against such third party, either in part or in whole, within 6 months of the date of the judgment, then the Company will, at the request of the Insured, indemnify the **employee** up to the amount of the adjudged damages and awarded costs to the extent they remain unsatisfied, provided that:
 - a) the **employee** assigns the benefit of any judgment to the Company; and

- b) there is no appeal outstanding against such judgment.
2. institute or serve proceedings for damages against such third party within a reasonable period of time or at all, then the Company will, at the request of the Insured, pay to the **employee** an amount equivalent to the sum which would, in the opinion of leading counsel, reasonably be expected to be recovered in proceedings for damages in a court, provided that the **employee**:
- a) assigns any cause of action to the Company; and
 - b) provides all reasonable assistance that the Company may require should it become possible to pursue the action.

Necessary and reasonable costs incurred by the **employee** in compliance with these requirements will be reimbursed by the Company.

This extension does not apply to any judgments, claims or proceedings (whether or not instituted and served) in the United States of America, its possessions or territories.

The liability of the Company in respect of this extension shall not exceed £1 million in the aggregate.

Exclusions

The following exclusions apply to this Section.

This Section does not apply to any:

Contractual Liability

damages, loss, cost or expense arising out of any liability or obligation assumed in a contract or agreement.

This exclusion does not apply to liability for damages for injury or damage:

- 1. to which this Policy applies, that the Insured would have in the absence of any such contract or agreement; or
- 2. assumed by the Insured for a specific **production** which necessitates signing up to standard:
 - a) studio hiring terms and conditions; or
 - b) contract terms applying to the hire of property under Section 4 of this Policy;

provided that any deviation from standard market terms in the above agreements are pre-approved by the Company.

Employment Related Practices

damages, loss, cost or expense arising out of any injury or damage sustained by any person, whether or not in the course of employment by the Insured, arising out of any employment-related act, omission, policy, practice or representation, including any:

- 1. dismissal, discharge or termination of employment;
- 2. breach of any contract of service or apprenticeship;
- 3. harassment, whether sexual or otherwise;
- 4. discrimination;
- 5. deprivation of career opportunity;
- 6. negligent evaluation or training;
- 7. negligent reference;
- 8. misrepresentation, defamation or disparagement, breach of data protection laws, invasion of privacy, breach of confidentiality, malicious falsehood or false imprisonment; or
- 9. retaliation on account of whistleblowing or the exercise by any person of their legal rights;

or for any award made by an Employment Tribunal (whether or not relating to one of the above actions).

This exclusion does not apply to damages for **bodily injury** under the sub-Section only 8A (Employers' Liability) only.

Fines, Penalties or Restitution

- 1. liquidated damages or penalties (contractual or otherwise) or any criminal or civil fines.
- 2. amount that constitutes unjust enrichment, including any restitution or return of any fees or expenses or any consideration owed (whether or not disputed) or paid to the Insured.
- 3. loss, cost or expense to perform any obligation assumed by or on behalf of the Insured.
- 4. loss, cost or expense incurred, or agreed to, by or on behalf of the Insured, except in an agreed settlement by the Company.

Exclusions - Sub-Section 8A Employers' Liability

The following exclusions apply to sub-Section 8A (Employers' Liability) only.

This sub-Section does not apply to any:

Offshore Activities

damages, loss, cost or expense arising out of **bodily injury** sustained by any **employee** arising out of or in the course of **offshore activities**.

Road Traffic Legislation

damages, loss, cost or expense for which compulsory motor insurance or equivalent security is required under road traffic legislation in force within the Territorial Limits.

This exclusion does not apply to cover provided under the extension entitled *Unsatisfied Court Judgments*.

Exclusions – Sub-Section 8B Public Liability

The following exclusions apply to sub-Section 8B (Public Liability) only.

This sub-Section does not apply to any:

Aircraft, Spacecraft, Aerial or Aerospace Device or Missile Products

damages, loss, cost or expense arising out of any aircraft, spacecraft, aerial or aerospace device or missile, or any related product, including any:

1. article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, spacecraft, aerial or aerospace device or missile, or furnished or used in connection therewith;
2. air or space communication, guidance or navigation system;
3. ground control, handling or support equipment or tools furnished or used in connection therewith;
4. equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
5. blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or

engineering or other data furnished or used in connection with any of the foregoing; or

6. engineering or other advice, instruction, labour or service relating to any of the foregoing.

Asbestos

damages, loss, cost or expense arising out of or in any way related to any:

1. actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos, silica or mixed dust**;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of **asbestos, silica or mixed dust**; or
3. claim or proceedings by or on behalf of a government authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of **asbestos, silica or mixed dust**.

Biological Agents

damages, loss, cost or expense arising out of:

1. the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **biological agents**;
2. any request, demand, order or regulatory or statutory requirement that any Insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of **biological agents**; or
3. claim or proceeding by or on behalf of a governmental authority or others for damages, loss, cost or expense because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of **biological agents**.

Breach of Professional Duty

damages, loss, cost or expense arising out of any rendering of or failure to render any professional service or advice for a fee, or in circumstances where a fee would normally be charged.

Damage to Owned Property or Property in the Insured's Care, Custody or Control (except leased or rented premises or personal effects)

damages, loss, cost or expense arising out of any **property damage** to:

1. any property owned, held in trust or occupied by, leased or rented to or in the care, custody or control of the Insured.
2. that particular part of any property upon which the Insured or any **employee** of the Insured is or has been carrying out work, if arising out of such work.
3. property more specifically covered under Section 7 of this Policy.

Sub-paragraph 1 of this exclusion does not apply to **property damage** to:

1. personal property of partners, directors, officers or **employees** of the Insured or of visitors to the Insured's premises.
2. premises or the fixtures or fixtures and contents thereof while leased, rented, hired, licensed or borrowed by the Insured for its business activities relating to the **production**.
3. premises or the fixtures or fittings and contents thereof, not owned, leased, rented, hired, licensed or borrowed by the Insured, while temporarily occupied by the Insured for the purpose of carrying out work in relation to the **production**.

Employees

damages, loss, cost or expense arising out of any injury or damage sustained by any **employee** arising out of or in the course of employment by the Insured.

Pollution or Contamination

damages, loss, cost or expense arising out of or in any way related to any:

1. actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, chemicals, waste materials or other solid, liquid, gaseous or thermal irritants, contaminants or pollutants;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way

respond to, or assess the effects of any irritants, contaminants or pollutants; or

3. claim or proceedings by or on behalf of a government authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of any irritants, contaminants or pollutants.

Sub-paragraph 1 of this exclusion does not apply to liability for damages for **bodily injury** or **property damage**, to which this sub-Section applies, caused by a sudden, identifiable, unintended and unexpected event happening anywhere in the world, other than in the United States of America or its possessions or territories.

Successor Liability

damages, loss, cost or expense arising out of any:

1. ownership, maintenance or use of any assets acquired by the Insured; or
2. conduct of any person or organisation whose assets, business or organisation the Insured acquires;

for any injury or damage or **occurrence** happening, in whole or in part, before such acquisition is executed.

Unauthorised or Unsolicited Communications

damages, loss, cost or expense arising out of any actual or alleged breach of any law or regulation relating to any unauthorised or unsolicited communication, distribution, publication, sending or transmitting of content, information or material.

Vehicles

damages, loss, cost or expense arising out of any ownership, maintenance, possession or use by or on behalf of the Insured of any:

1. mechanically propelled vehicle or trailer attached thereto whilst being used in circumstances which require compulsory insurance or equivalent security to comply with the requirements of any legislation applicable to the use of such vehicle, including road traffic legislation.
2. aircraft, spacecraft, aerial or aero spatial device, hovercraft or waterborne craft except waterborne craft of less than 50 feet in length.

Sub-paragraph 1 of this exclusion does not apply to insurance provided under the extension entitled *Motor Liability - Contingent, Incidental Movement, Loading/Unloading or Tool of Trade*.

Public Liability and Employers' Liability Definitions

Bodily Injury

means death, injury, disease or illness of any person, including resulting psychiatric injury or mental anguish.

Employee

means any person employed under a contract of service or apprenticeship with the Insured, whether such contract is express, implied, oral or in writing, including (except under the Section 8 extension entitled *Compensation for Court Attendance*) persons:

1. supplied by labour only sub-contractors;
2. providing their services on a labour-only basis, including freelancers;
3. engaged in work experience or similar schemes, including internships;
4. providing their services on a voluntary basis;
5. on secondment with the Insured;
6. hired to, loaned or borrowed by the Insured.

General Policy Exclusions

The following exclusions apply to all Sections of this Policy.

This Policy does not apply to any:

Consequential Loss

consequential loss or damage which the Insured may suffer by reason of claims by third parties for failure of the Insured to fulfil any contract.

Deliberate Acts

damages, loss, cost or expense arising out of any act or omission that:

1. is intended by the Insured; or
2. would reasonably be expected from the perspective of a person in the circumstances of the Insured;

to cause injury or damage, even if the actual injury or damage caused is of a different degree or type than expected or intended.

This exclusion does not apply to **bodily injury** (as defined in either Section 5 or Section 8 as applicable) or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Infidelity

damages, loss, cost or expense directly or indirectly arising out of any fraudulent, dishonest, or criminal act committed alone or in collusion with others by:

1. any **employee** (as defined in Section 8), officer, director, partner, trustee or any other authorised representative of the Insured; or
2. others to whom property, otherwise covered under this Policy, may be entrusted (carriers for hire excepted).

Intellectual Property Laws or Rights

damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened assertion, infringement or violation by any person or organisation of any **intellectual property laws or rights**.

Nuclear

damages, loss, cost or expense arising out of or in any way related to any:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or
2. radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

Terrorism

1. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
2. loss, damage, cost or expense of whatsoever nature 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**;

but excepting damages and claimants' costs under sub-Section 8A (Employers' Liability), subject to a Limit of Liability of £5,000,000 in respect of any one **occurrence** directly resulting from an act of **terrorism**.

If the Company alleges that this exclusion applies, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Uninsured Event

damages, loss, cost or expense arising out of an uninsured event occurring before, concurrently with, or after, an insured **occurrence**, and which contributes to a loss under the terms of this Policy, except that the portion of any such loss not contributed to by the uninsured event shall be recoverable.

War, Dispossession of Property and Civil Commotion

damages, loss, cost or expense arising out of:

1. **war**; or
2. seizure or destruction under quarantine or customs regulation, confiscation by order of any

government or public authority, or risks of contraband or illegal transportation or trade; or

3. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority.

General Policy Conditions

The following Conditions apply to all Sections of this Policy.

Abandonment of Property

There can be no abandonment of any property to the Company whether the Company has taken possession or not.

Apportionment of Defence Costs

If any award or settlement in respect of any claim exceeds the applicable Limit of Indemnity, then the liability of the Company in respect of related **legal defence costs** shall be limited to an amount that is in the same proportion as the Company's contribution to such award or settlement.

Arbitration

If any difference shall arise as to the amount to be paid under any Section of this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Assignment

Assignment of interest under this Policy shall not bind the Company without its prior consent.

Audit and Inspection

At any time during the Period of Insurance or while a claim is pending, the Insured shall make available to the Company, or its authorised representatives, for inspection, audit or copying all books, papers, files, accounts, contracts, invoices and records of the Insured (including those of its agents or brokers) relating to any **production**, at such reasonable time and place as may be designated by the Company or its representatives.

Cancellation

The Policy may be cancelled by the Insured on receipt by the Company of written notice, whether sent by post or electronically, stating when such cancellation shall be effective.

The Policy may be cancelled by the Company by sending written notice, by post or electronically, to

the Insured stating when, but not less than ten (10) days thereafter, such cancellation is effective, except that five (5) days' written notice will be given by the Company when cancellation is for non-payment of premium. The sending of such notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the effective expiry date of the Period of Insurance.

In the event that the Policy or Section or endorsement is cancelled by either party, the Deposit Premium for the Policy, Section or endorsement, as applicable, is deemed fully earned unless and until the Insured submits a financial statement certified by an independent audit or approved by the Company and indicating the exact figure for incurred expenses on all budget items used to determine the Deposit Premium at the time the cancellation has become effective.

The Company, using the rate set out in the applicable endorsement to this Policy, shall return the difference between the premium indicated in the Schedule and the adjusted premium.

However, should the cancellation be effective prior to **principal photography**, the earned premium shall amount to twenty per cent (20%) of the premium indicated in the Schedule.

Changes

This Policy may be changed only by a written endorsement issued by a duly authorised representative of the Company.

Choice of Law

This Policy will be construed and interpreted in accordance with English law and the parties will submit to the exclusive jurisdiction of the Courts of England and Wales.

Contract Terms - Stop Date Loss

Cover under Sections 1, 2 and 3 is subject to the Insured agreeing a contract term for an **insured person** (as defined in Section 1) that is sufficiently longer than the Insured's original scheduled time for completing that **insured person's** role in **production** so as to allow a reasonable margin of safety, which in any event shall be at least ten (10) days.

Contract Terms – Facilities

Cover under Sections 1, 2 and 3 is subject to the Insured agreeing a contract term for facilities, property, equipment and supplies, that is sufficiently longer than the Insured's original schedule time for

completing the **production** so as to allow a reasonable margin of safety.

Currency

Unless otherwise indicated, amounts under this insurance are expressed and payable in the currency stated in the Schedule.

However, at the Company's discretion, the Company may pay damages, loss, cost or expense in another currency. In the event of damages, loss, cost or expense involving another currency, conversion into or from such currency, then the rate of exchange to apply shall be that applicable on the date of settlement as published in the Financial Times.

Any conversion into or from another currency will not result in any increase in the Limits of Indemnity or Liability (as applicable) as expressed in the currency stated in the Schedule.

Declarations

The Insured agrees to declare to the Company the material facts of each **production** including any risks or hazards of which the Insured is aware or ought reasonably to be aware.

First Named Insured

The person or organisation first named as the Insured in the Schedule is primarily responsible for the payment of all premiums. The first named Insured will act on behalf of all other persons or organisations indemnified under this Policy for the giving and receiving of all notices and the receipt of any return premiums that become payable under this Policy.

Material Change in Risk

The Insured shall advise the Company immediately in writing of any material change, of which it is aware or ought reasonably to be aware, in the risk insured under this Policy, including any activities, conditions or hazards which may materially increase the Insured's exposure to risks otherwise insured under any Section of this Policy.

Any materially increased risks due to such activities, conditions or hazards may be considered for cover by the Company, provided that the Insured complies with any additional terms and conditions that are required by the Company and pays any additional premium due. The Policy must be specifically endorsed for such cover to be effective.

Multiple Insureds

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had loss or damage been sustained by any one of such Insured parties or legal entities.

Other Insurance

If the Insured is (or but for the existence of this Policy would be) entitled to indemnity under any other insurance, then the Company shall be liable only for the amount by which the Company's liabilities under this Policy exceed the Insured's entitlement to indemnity under such other insurance, but excepting the cover provided to third party owners of property only under Sections 4, 7 and 8 of this Policy.

Pairs, Sets or Parts

In the event of loss or damage to any:

1. article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set;
2. part of property covered under this Policy consisting, when completed for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.

Property of Others

The Company may adjust losses with the owner of lost or damaged property, if other than the Insured. If the Company pays the owner, such payments will satisfy the Insured's claims against the Company for the owner's property. The Company will not pay the owner more than the owner's financial interest in the insured property. The Company, at its own expense and within the applicable Limits of Liability, may also elect to defend the Insured against suits arising from claims of owners of property.

No Benefit to Carrier or Bailee

No person or organisation having custody of insured property will benefit from this insurance, other than the Insured.

Reasonable Care

The Insured is obliged, at its own expense, to take all reasonable precautions to prevent injury, damage or loss which may give rise to liability, to comply with all statutory or other obligations and to take all reasonable steps to:

1. ensure that only competent **employees** (as defined in Section 8) are employed;
2. keep all plant, premises, machinery and ways in good repair.

Third Party Rights

A person or organisation who is not party to this Policy has no rights under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this Policy. This condition is without prejudice to rights existing notwithstanding such Act.

General Policy Claims Conditions

The following Claims Conditions apply to all Sections of this Policy.

Company's Rights: Investigation, Defence and Settlements

The Company is entitled (but not obliged), at its discretion, to:

1. take over and conduct (including in the name of the Insured) the investigation, defence (including appeals) or settlement of any claim; and
2. prosecute for its own benefit any claim for indemnity, damages or otherwise.

The Company, at its discretion, may at any time pay:

1. the applicable Limit of Indemnity (after deduction of any sums already paid); or
2. any amount for which any claim can be settled;

and may then relinquish any conduct or control of, and shall be under no further liability in respect thereof.

The Company, at its discretion, may adjust and coordinate any claim, proceedings or other loss circumstance with the Insured. However, the Insured is ultimately responsible for the proper apportionment of any payment made under this insurance.

Insured's Duties in the Event of a Claim

In the event of any circumstance arising that may result in a claim under this Policy, written notice containing:

1. particulars sufficient to identify the Insured;
2. all available information concerning the circumstance, including how, when and where it happened; and
3. all available names and addresses of any party who has suffered injury, loss or damage and of all available witnesses;

shall be given to the Company as soon as practicable after the circumstance becomes known to the Insured, but not later than ninety (90) days.

The Insured shall give written notice to the Company of any claim or proceedings as soon as practicable after such claim or proceedings come to the knowledge of the Insured and shall, as soon as

practicable, forward to the Company every pre-action letter, demand, notice, summons, claim form or other process received by the Insured.

The Insured shall not admit liability for, or negotiate the settlement of, any claim without the written consent of the Company.

The Insured shall co-operate with and provide all required assistance to the Company and, at the Company's request and in accordance with its instructions, shall:

1. assist in negotiating or concluding settlements;
2. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of injury or damage with respect to which insurance is afforded; and
3. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

Subrogation

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation, before or after any payment under this Policy. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. For the purposes of this condition, 'the Insured' shall include all persons and organisations indemnified under this Policy.

General Policy Definitions

Asbestos, Silica or Mixed Dust

means any combination of asbestos or silica including any silicates (or similar silicon compounds) or any other dust, fibres or particles in any form, including any presence or use in any alloy, by-product, compound or other material or waste.

Where waste means any material to be recycled, reconditioned or reclaimed.

Biological Agents

means any:

1. a) bacteria;
- b) mildew, mould or other fungi;
- c) other micro-organisms;
- d) mycotoxins, spores or other by-products of any of the foregoing;
2. viruses or other pathogens (whether or not a micro-organism);
3. colony or group of any of the foregoing.

Deductible

means the amount for which the Insured is responsible, as shown on the Schedule.

For the avoidance of doubt, the amount of the **deductible** is part of the Limit of Liability or Limit of Indemnity or any other limit applying to any Section and not in addition to such limit.

Digital Media

means any digital medium or device used or to be used to record or store images or sounds and the information recorded or stored.

Environmental Damage

means contamination or pollution causing injury or damage to fauna, flora, groundwater, soil or surface water.

Environmental Laws

means applicable legislation concerning contamination, pollution or protection of the environment.

Intellectual Property Law or Rights

means any:

1. certification mark, copyright or moral right, database right, mask work, semiconductor

topography right, patent, design right, trade mark, collective mark or service mark;

2. legally recognised right to or interest in any trade secret, or confidential or proprietary non personal information;
3. other legally recognised right to or interest in any expression, idea, likeness, appearance, image, name, slogan, style or method of doing business, symbol, title, trade dress or other intellectual property; or
4. law relating to passing off, piracy, unfair competition or other similar practice.

Legal Defence Costs

means the costs, fees and expenses incurred for the defence of the Insured in the investigation, defence and settlement of that part of a specific claim covered by Section 7 or 8 of this Policy.

Library Stock

means archive material to be used in the **production** but not recorded or filmed as part of the **production**.

Location

means:

1. filming locations; or
2. locations used for developing of negative and editing of the **production**; or
3. locations used for storage of property to be used in the **production**.

Nuisance

means unlawful interference with another's user of land, damage to or encroachment on another's land, including interference with any easement or prescriptive right over that land.

Occurrence

means an accidental event, including continuous or repeated exposure to substantially the same generally harmful conditions.

Offshore Activities

means any:

1. embarkation onto any conveyance from;
2. disembarkation from any conveyance onto;
3. activities on or from;

any offshore structure, platform, installation, accommodation vessel or associated structure.

Principal Photography

means filming and recording that commences on the first camera day and ends when the schedule filming is complete, the estimated dates for which are advised to and agreed by the Company.

Production

means any motion picture, including but not limited to:

1. feature films; or
2. television productions or series of television episodes; or
3. animation productions; or
4. webcasts, virals or music videos;

which have been declared to and accepted by the Company.

Production Costs

means:

1. all costs chargeable directly to a **production** and which have been budgeted for in the budget submitted to the Company, including pre-**production** costs and such amount of overhead as may be declared by the Insured at the time of the declaration of the **production**. It does not include any amounts paid under Sections 1, 2, or 3 of this Policy or the costs of:
 - a) the underlying rights and materials including story, scenario, music rights, sound rights, royalties; or
 - b) permanent sets, owned wardrobe, owned props, owned equipment; or
 - c) premiums paid for this Policy, interest paid on loans, and personal property taxes; or
 - d) talent, services or facilities provided by others and not included in the Insured's budget for any **production**.

However, the Insured may at the time of declaration specifically request that any of the above costs be included, except that the premium for any given Section of the Policy may not be included in the **production cost** for that Section.

2. in determining costs chargeable directly to the **production**, any compensation for services rendered which the Insured may owe or has paid to any partner, officer, or corporate director shall not be included except as part of overhead, unless services rendered by such individuals are in the capacity of producer, director, writer,

actor, or of a similar nature, the cost of which is specifically and directly related to the **production**.

Production Media

means:

1. raw or exposed film (developed or undeveloped);
2. video tapes;
3. **digital media**;
4. soundtracks;
5. colour transparencies, cells, artwork, drawings, software and related material used to generate computer images.

Production media does not mean back up material, cut outs, unused or excess footage, **library stock** or equipment used to play the **production media**.

Property Damage

means physical damage to tangible property, including resultant loss of use of such property. Tangible property does not include any software, data or other information in electronic form.

All such resultant loss shall be regarded as having happened at the time of the physical damage that caused it.

Protection Print

means a duplicate copy or digital master of the completed **production** on any format that is suitable for the intended release of the **production**.

Remediation Costs

means reasonable and necessary costs to clean up or remove environmental damage to which this insurance applies, to the extent required by **environmental laws**.

Subsidiary Organisation

means an organisation that the Insured either directly or indirectly controls through:

1. holding a majority of the voting rights
2. the right to appoint or remove a majority of its board of directors; or
3. controlling alone, pursuant to a written agreement with other shareholders, a majority of the voting rights therein.

Terrorism

means:

1. an act involving the use of force or violence or the threat thereof, taken by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
2. act or failure to act in controlling, preventing or suppressing terrorism.

War

means:

1. hostile or warlike action in time of peace or war (including any act or failure to act in controlling, preventing or suppressing any actual, impending or expected attack) by any:
 - a) government authority or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces;
 - b) military, naval or air forces; or
 - c) agent of any government power, authority or force;
2. insurrection, rebellion, revolution, civil war, usurped power or any activity of any organisation the objects of which are or include the overthrowing or influencing of any government or sovereign power (de jure or de facto) by any violent means, or any act or failure to act by government authority or sovereign power (de jure or de facto) in controlling, preventing or suppressing such activity; or
3. weapon of war employing atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or war.

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About Chubb

The new Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best.

Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

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