

QUARTZ

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Media Production Insurance

Introduction

Words written in **bold** are defined terms in the Policy, so please refer to the Definitions section to see the meaning of these terms.

In return for **you** paying the premium, and in reliance on the information provided to **us, we** will provide the cover shown in **your** Schedule during the Period of Insurance. **Our** provision of insurance under the Policy is conditional upon **you** observing and fulfilling the terms and conditions of this Policy.

Parties to this agreement

This Policy is between **you** and **us** as declared in the Schedule. This document, together with its Schedule and any attaching endorsements is the Policy which sets out this insurance. It is a legal contract so please read all of it carefully.

Your Policy

Each insured section sets out the scope of the main cover and the circumstances in which **our** liability to **you** is limited or may be excluded. Further, each Section sets out other terms and conditions relevant to that section. The insurance described in each Section of this Policy is only covered if stated as 'insured' in the Schedule. Where any Schedule heading or sub-heading states 'n/a', 'not applicable' or 'not insured' then no cover applies for that item.

Additional clauses set out terms, conditions, exclusions or limitations that may apply to more than one insured Section.

The following general terms apply to all sections, clauses and endorsements:

- a) Complaints Procedure
- b) Information **you** must tell **us**;
- c) General Policy Exclusions;
- d) General Policy Conditions;
- e) General Policy Claims Conditions; and
- f) General Policy Definitions.

Policy period and premium

We will provide insurance as described in this Policy and Schedule for the Period of Insurance as long as **you** pay the premium(s) and other charges to **us** or **your** broker and **we** or the broker accept the premium(s) and other charges within the terms of **your** invoice. Taxes and other charges apply to this Policy in addition to the premium.

If any premium (including a premium instalment) is not paid to and accepted by **us** or **your** broker within the terms of **your** invoice, **we** may cancel the Policy and **you** will have no insurance protection.

Cooling off period

If **you** have taken out an annual Policy and decide that for any reasons, this Policy does not meet **your** needs then please return it to **your** insurance intermediary within fourteen (14) days from the day of the purchase or the day on which **you** receive **your** Policy documentation, whichever is later. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full. There is no cooling off period for policies of less than one month's duration.

Complaints Procedure

Any enquiry or complaint that **you** may have should in the first instance be addressed to the broker who arranged this cover for **you**. Please quote **your** Broker Insurance Document Number in all correspondence so that **your** complaint may be dealt with speedily.

If **your** complaint is regarding this Policy or the handling of a claim, please contact:

The Complaints Manager

Beazley Furlonge Ltd
Plantation Place South
60 Great Tower Street
London EC3R 5AD
Tel No: +44 (0)20 7667 0623
Fax No: +44 (0)20 7674 7100
Email: beazley.complaints@beazley.com

In the event that **you** remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for **you** to refer the matter to the Complaints Team at Lloyd's. Their address is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA
E-mail: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

Ultimately, should **you** remain dissatisfied after Lloyd's final response, **you** may, if eligible, refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling claims between consumers and businesses providing financial services.

The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service
Exchange Tower
London, E14 9SR
E-mail: complaint.info@financial-ombudsman.org.uk
Telephone: +44 (0)300 123 9123
Website: www.financial-ombudsman.org.uk

Information you must tell us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and make changes to **your** Policy.

Careless misrepresentation in the context of a claim

If, on presentation of a claim, **we** obtain evidence which suggests that **you** failed to take care to verify the information **you** have provided and **we** have relied upon in accepting this insurance and setting the terms and premium of this insurance **we** may:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premiums paid, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered;
- Treat **your** insurance as if it had been entered into on different terms from those agreed (specifically to reflect the relevant misrepresentation); or
- Reduce proportionately the amount paid on a claim (specifically to reflect the relevant misrepresentation) if **we** would have charged more for **your** insurance.

Careless misrepresentation generally

If **we** obtain evidence unrelated to any outstanding claim which suggests that **you** failed to take care to verify the information provided to **us** and **we** have relied upon in accepting this insurance and setting the terms and premium of this insurance **we** may:

- Give **you** notice in writing that **you** must pay more for **your** insurance;
- Give **you** notice in writing that the terms of **your** insurance have changed; or
- Cancel this contract of insurance by giving **you** thirty days' notice in writing and return any premium paid for the balance of the contract term.

If **we** give **you** notice that the terms of **your** insurance have changed or that **you** must pay more for **your** insurance then **you** may give **us** thirty (30) days' notice that **you** wish to terminate **your** Policy.

Any return premium due to **you** will depend on how long this contract of insurance has been in force and whether **you** have made a claim.

If we establish that **you** deliberately or recklessly provided **us** with false information **we** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium (unless it would be unfair to do so).

Change in circumstance

You must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens before or during any period of insurance. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your** Policy. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Definitions

An explanation of what words mean. These words will have the same meaning wherever they appear in bold letters within this Policy, schedule, endorsements and extensions.

Accidental	means by a sudden, unexpected, and unintended event which occurs at an identifiable time and place.
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.
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.
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 us .
Biological Agents	means any: <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> a) bacteria; b) mildew, mould or other fungi; c) other micro-organisms; mycotoxins, spores, or other by-products of any of the organisms described in this Definition; 2. viruses or other pathogens (whether or not a micro-organism); 3. colony or group of any of the organisms described in 1. and 2. above.
Bodily Injury (Section 6)	means: <ol style="list-style-type: none"> 1. death; or 2. loss of limbs; or 3. loss of sight; or 4. loss of hearing; or 5. loss of speech; or 6. permanent total disablement; or 7. temporary total disablement.
Bodily Injury (Sections 1, 8 & 9)	means death, injury, disease or illness of any person, including resulting psychiatric injury or mental anguish.
Business Hours	means the period during which your 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.
Deductible	means the amount for which you are responsible, as shown on the Schedule. For the avoidance of doubt, the amount of the deductible is part of the 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.
Employee	means any person employed under a contract of service or apprenticeship with you , whether such contract is express, implied, oral or in writing, including (except under the Section 8 and 9 Extensions entitled 'Compensation for Court Attendance and Staff Disruption') persons: <ol style="list-style-type: none"> 1. supplied by labour only sub-contractors; 2. providing their services on a labour-only basis, including freelancers;

	<ol style="list-style-type: none"> 3. engaged in work experience or similar schemes, including internships; 4. providing their services on a voluntary basis; 5. on secondment with you; 6. hired to, loaned or borrowed by you.
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.
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 us .
Insured Person	means any person aged between six (6) and seventy-five (75) declared to and accepted by us in writing who is appearing in, working on, or is contracted to appear in or work on, the production .
Intellectual Property Law or Rights	<p>means any:</p> <ol style="list-style-type: none"> 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.
Kidnapping	means the unlawful taking and holding of any insured person by others by force or fraud.
Legal Defence Costs	means the costs, fees and expenses incurred for the defence of you 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	<p>means:</p> <ol style="list-style-type: none"> 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.
Loss of Hearing	means the total and irrecoverable loss of hearing.
Loss of Limbs	<p>means:</p> <ol style="list-style-type: none"> 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	<p>means:</p> <ol style="list-style-type: none"> 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 we are 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 we are 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.
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.
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 happening or event, including continuous or repeated exposure to the same or similar harmful conditions.
Offshore Activities	means any activities associated with a production taking place on any offshore structure, platform, installation, accommodation vessel or associated structure, including the transportation of any person or property to or from such property.
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.
Premises	means permanent, demountable or relocatable buildings and motor homes you own, occupy or are responsible for and which are used for the production .
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 us .
Production	means any motion picture, including but not limited to: <ul style="list-style-type: none"> 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 us .
Production Costs	means: <ul style="list-style-type: none"> 1. all costs chargeable directly to a production and which have been budgeted for in the budget submitted to us, including pre-production costs and such amount of overhead as may be declared by you 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: <ul style="list-style-type: none"> 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 your declaration for any production. <p>However, you 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.</p> 2. in determining costs chargeable directly to the production, any compensation for services rendered which you 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.

<p>Production Media</p>	<p>means:</p> <ol style="list-style-type: none"> 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. <p>Production media does not mean back up material, cut outs, unused or excess footage, library stock or equipment used to play the production media.</p>
<p>Production Money</p>	<p>means currency, coins, bank notes, bullion, food stamps, cheques or drafts drawn on any account, travellers' cheques, registered cheques and money orders.</p>
<p>Production Office Contents</p>	<p>means business or personal property usual to the office occupancy of you including furniture, fixtures and fittings (other than landlord's furniture, fixtures and fittings), tenants' improvements, alterations and decorations, office equipment and supplies.</p>
<p>Property Damage</p>	<p>means physical damage to property, including loss of use of property which results from physical damage, but property damage does not mean any loss or physical damage to software, data or other information in electronic form.</p> <p>All property damage shall be regarded as having happened at the time of the physical damage that caused it.</p>
<p>Props, Sets, Wardrobe</p>	<p>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 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).</p>
<p>Protection Print</p>	<p>means a duplicate copy or digital master of the completed production on any format that is suitable for the intended release of the production.</p>
<p>Remediation Costs</p>	<p>means necessary costs to clean up or remove environmental damage to which this insurance applies, to the extent required by environmental laws.</p>
<p>Subsidiary Organisation</p>	<p>means an organisation that you either directly or indirectly control through:</p> <ol style="list-style-type: none"> 1. holding a majority of the voting rights; or 2. the right to appoint or remove a majority of its board of directors; or 3. controlling alone, by way of a written agreement with other shareholders, a majority of the voting rights.
<p>Temporary Total Disablement</p>	<p>means temporary disablement that entirely prevents the injured employee from engaging in all aspects of their usual occupation.</p>
<p>Terrorism</p>	<p>means:</p> <ol style="list-style-type: none"> 1. an act involving the use of force or violence, or threat of the use of force or violence, 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.
<p>War</p>	<p>means:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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

	<p>c. agent of any government power, authority or force;</p> <p>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</p> <p>weapon of war employing atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or war.</p>
We/Us/Our	means certain Underwriters at Lloyd's.
You/Your	means your details shown in the Schedule.

Section 1 - Cast

Insuring Clause

We will pay for the amount of loss directly resulting from one or more of the following perils:

1. an **insured person** being necessarily prevented by their **accidental death** or **bodily injury**, 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. **You** use all reasonable efforts immediately prior to the attachment of any cover to ascertain that any **insured person** is in sound physical condition and of good health in respect of their expected duties.

Loss Procedure – Notice of Incapacity and Right of Examination

2. immediately after **you** are made aware of any **insured person** being unable to commence, continue or complete their duties as a result of which a claim might arise, **you** must notify **us** and also obtain and immediately forward to **us** the medical examination report of a registered medical practitioner that details fully the circumstances in which the incapacity arises; and
3. **You** shall permit and make sure **our** continuing right of examination, at all reasonable times, by **our** own registered medical practitioner, of any **insured person** whose incapacity may lead to a claim.

You agree that **your** failure to comply with Special Conditions 2 and 3 under the above Loss Procedure provision prejudices **us** and 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 **us**, be extended until completion of **principal photography**, for which **we** reserve the right to charge an additional premium.

Limit of Indemnity and Deductible

Our liability under this Section for any one loss shall not exceed the Cast Limit stated in the Schedule, except for any claims resulting from **bereavement** where **our** 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.

Our 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 **us** 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** necessarily incurred by **you** 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 Insuring Clause, but excluding any additional **production costs** directly or indirectly arising out of any obligation or requirement of **you** 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** necessarily incurred by **you**, if the **production** is abandoned because completion has been necessarily prevented by any one or more of the **occurrences** specified in this Section's Insuring Clause, provided that:
 - a. **We** have agreed to the abandonment; and
 - b. any **production costs** directly or indirectly arising out of **your** failure to allow a 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 not included; and
 - c. before payment of any claim by **us**, **you** surrender or assign and transfer to **us** or **our** 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. any **insured person** taking part in any hazardous activities without **our** prior written consent; or
3. any **insured person** under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria; or
4. money, securities or other consideration surrendered as a ransom payment by **you** as a result of **kidnapping** or alleged **kidnapping**; or
5. **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 **us**; or
6. death or disablement arising from, traceable to, or accelerated by a pre-existing condition. A pre-existing condition is any condition for which the **insured person(s)** has received or been recommended medical attention for prior to the inception of the coverage.

Section 2 – Production Media

Insuring Clause

We 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 **you** 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 kept in good 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 an assessment for technical integrity is made as soon as it is practically possible for **you** to do so; and
 - b. securely backed up; and
 - c. duplicated and securely stored off site on a daily basis, unless otherwise agreed by **us**;

Where this Special Condition 3 is not complied with until later than seventy-two (72) hours after the date of commencement of recording, cover under this Section is subject to the **digital media** sub-limit stated in the Schedule.

4. **You** do 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 **your** failure to meet these Special Conditions is solely on **you**.

Limit of Indemnity and Deductible

Our liability under this Section for any one **occurrence** shall not exceed the **production media** Limit or applicable sub-limit as stated in the Schedule.

Our 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** necessarily incurred by **you** 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 Insuring Clause, but excluding any additional **production costs** directly or indirectly arising out of any obligation or requirement of **you** 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** necessarily incurred by **you**, if the **production** is abandoned because completion has been and necessarily prevented by any one or more of the **occurrences** specified in this Section's Insuring Clause, provided that:
 - a. **We** have agreed to the abandonment; and
 - b. any **production costs** directly or indirectly arising out of **your** failure to allow a 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 not included; and
 - c. before payment of any claim by **us**, **you** surrender or assign and transfer to **us** or **our** 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. 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 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
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 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. **Your** failure to produce a **protection print** in the case of transfer to another **digital media** format; or
7. new techniques or experimental work.

Section 3 – Extra Expense

Insuring Clause

We will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** arising directly from:

1. physical loss of, damage to, or destruction of property or facilities used or to be used by **you** for that **production**; or
2. 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 that the above listed property has been kept in good working condition prior to being used on the **production**; and that, if **we** so require, **you** allow **us** access to the property in question to verify the existence of any such defect, breakdown, injury, failure or disturbance;

that occurs during the Period of Insurance.

Limit of Indemnity and Deductible

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

Our 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** necessarily incurred by **you** 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 Insuring Clause, but excepting any additional **production costs** directly or indirectly arising out of any obligation or requirement of **you** 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** incurred by **you**, if the **production** is abandoned because completion has been prevented by any one or more of the **occurrences** specified in this Section's Insuring Clause, provided that:
 - a. **We** have agreed to the abandonment; and
 - b. any **production costs** directly or indirectly arising out of **your** failure to allow a 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 not included; and
 - c. before payment of any claim by **us**, **you** surrender or assign and transfer to **us** or **our** 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. the use of materials that are unsuitable for the purpose in which they are used; or
2. insects, vermin, hidden 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
3. 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 Insuring Clause; or
4. 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
5. shortage on taking inventory, unexplained physical loss or mysterious disappearance; or
6. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open, other than while on **location**; or
7. physical loss of or damage to **production media**; or
8. replacement or incapacity of any animal used or to be used in the **production**; or
9. expenditure incurred in the purchase, construction, repair or replacement of any property.

Extra Expense Extensions

Strike & Civil Protest Extension

We will pay for the amount of loss directly arising from the interruption, postponement or cancellation of a **production** which directly results from:

1. strike or other labour action; or
2. civil protest;

by any person or organisation that physically interferes with **your** access or use of a filming location, occurring during the Period of Insurance and subject to a Limit of Indemnity of GBP 50,000 per **production**.

This extension does not apply to:

1. strikes or other labour actions by any person or organisation that is:
 - a. part of or employed by the film or television industry; or
 - b. under contract with the Insured; or
2. any civil protest that is directed at the **production**.

Imminent Peril Extension

We will pay for:

1. additional **production costs you** incur due to any actual or potential impairment of a **production** due to actions **you** must take;
2. any other reasonable and necessary costs **you** incur;

to protect persons and property at a **location** from imminent physical loss or damage, occurring during the Period of Insurance, directly resulting from the interruption, postponement or cancellation of a **production**.

This Extension does not apply to weather events that may typically occur at the filming location.

Limit of Indemnity: GBP 50,000 per **production**.

Location Access/Exit Extension

We will pay for the amount of loss directly arising from the interruption, postponement or cancellation of a **production** which directly results from:

1. access to a **location** being prevented due to physical loss or damage to property or premises adjoining to, or adjacent to, that **location**; or
2. exit from a **location** being prevented due to physical loss or damage to property or premises adjoining to, or adjacent to, that **location**;

occurring during the Period of Insurance.

Limit of Indemnity: GBP 50,000 per **production**.

Loss of Utility Supply

We will pay for the amount of loss directly arising from the interruption, postponement or cancellation of a **production** which directly results from:

1. the sudden and unexpected loss of the public power supply being used by **you** in connection with the **production**; or
2. the sudden and unexpected loss of natural gas, water or sewage treatment supply being used by **you** in connection with the **production**;

occurring during the Period of Insurance.

Power Supply Limit of Indemnity: GBP 50,000 per **production**;

Communication and other Utilities Limit of Indemnity: GBP 50,000 per **production**.

We will pay such loss provided that the disruption of services:

1. is not due to **your** failure to comply with the terms and conditions of the contract with the applicable service provider; and
2. has been reported to the applicable service provider.

Any loss arising directly or indirectly out of strike, industrial action, whether official or unofficial, lockouts or other labour disputes is excluded under this Extension.

Civil Authority Extension – Excluding Volcanic Activity

We will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of the **production** arising out of any action of a civil authority except as excluded below.

This Extension provides insurance for five (5) consecutive filming days for each **occurrence** and is further subject to an aggregate maximum Limit of Indemnity of GBP 50,000.

Deductible: GBP 2,500 each **occurrence**.

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

1. failure or inability of the Insured to obtain filming permits; or
2. failure or inability of the Insured to properly process or complete any applications or other documents required by governmental authorities regulating the Insured's filming activities; or
3. failure or inability of the Insured to comply with any requirement or procedure necessary for the issuance of any filming permit or authorisation; or
4. refusal or revocation of any filming permits or authorisation due to the Insured's violation of the terms and conditions of any such permits or due to the Insured's violation of any civil or criminal code; or
5. travel delays caused by weather conditions; or
6. a peril excluded under the General Policy Exclusions.

Any loss directly or indirectly arising out of, contributed by, or resulting from volcanic activity is excluded under this Extension.

Section 4 – Production Property

Insuring Clause

We will pay to **you**, or to others on **your** behalf, 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 **you** and used, or to be used, in a **production** and that is physically lost, damaged or destroyed during the Period of Insurance.

Continuing Hire Charges

We will also pay under this Section related continuing hire charges, if any, where **you** are 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 Insuring Clause to the extent **you** are liable under the hire agreement, up to a maximum of thirteen (13) weeks.

Limit of Indemnity and Deductible

Our liability 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 GBP 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.

Our 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 Insuring Clause, **we** 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 **you** within six (6) months after the date of loss.

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

1. Limit for the relevant item stated 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 Insuring Clause, the amount **we** will pay shall not exceed the:

1. Limit for **library stock** stated 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 property of the same type 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. the use of materials that are unsuitable for the purpose in which they are used;
2. insects, vermin, hidden 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
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** unless **we** have specifically agreed to this in writing; or
6. 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 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 this sub-paragraph 6 above is subject to the Theft sub-limit shown in the Schedule; or

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

Section 5 – Production Money

Insuring Clause

We 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 stored 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 appropriately secure for the value of **production money** stored within it; and
3. **You** shall, at all times, maintain 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 Indemnity and Deductible

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

Our 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. **You** 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**.

Section 6 – Injury by Assault

Insuring Clause

We will pay up to the applicable Limit stated in the Schedule if any of **your** employees suffer **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. **You** shall give notice to **us** of **bodily injury** as soon as it is practically possible for **you** to do so; 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 Indemnity and Deductible

Our liability 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.

Our 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**.

We 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**. 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**, **our** liability being only for the balance.

Our 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 **us** 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 **us** is ascertained and agreed.

Section 7 – Property of Others

Insuring Clause

We will indemnify **you** for damages and related claimants' costs that **you** become legally liable to pay in respect of physical loss, damage or destruction of property of others occurring during the Period of Insurance while such property is in **Your** care, custody, or control for:

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

a **production**.

Under this Section **we** will also indemnify **you** for **legal defence costs** provided they are incurred with **our** prior written consent.

Limit of Indemnity and Deductible

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

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

Our 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 'Production Property' of this Policy; or
5. premises being used by **you** for any purpose other than location filming for a **production**, including premises used as living quarters for **your** cast and crew.

Section 8 – Employers’ Liability

Insuring Clause

We will provide cover to **you** for damages and related claimants’ costs that **you** become legally responsible to pay in respect of **bodily injury** sustained by an **employee** arising out of and in the course of their employment by **you**, and caused by an **occurrence** in connection with **your production** 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.

Compulsory Insurance and Rights of Recovery

Whilst **we** agree to make payment under this Section in accordance with the provisions of the Employers’ Liability (Compulsory Insurance) Act 1969, or any other law (other than compensation under any Workers Compensation or similar legislation), **you** however do agree to reimburse **us** for any payment **we** make that would not have been made under the terms and conditions of this Section if not for **our** agreement 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 twelve (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 Limit of Indemnity.

Our obligations to **you** for any **occurrence** covered under this Section end when the applicable Limit of Indemnity has been exhausted.

Except as stated in ‘**Terrorism** limit’ below, irrespective of the number of claims, **our** liability under this Section for:

1. damages and related claimants’ costs; and
2. other amounts payable under any Extension of this Section;

arising out of the same **occurrence** or claim, or series of **occurrences** or claims attributable to the same or similar original cause, shall not exceed the Employers’ Liability Limit stated in the Schedule.

Our liability for each and every **occurrence** is subject to the applicable **deductible** stated in the Schedule.

Terrorism Limit

Irrespective of the number of claims, **our** liability in connection with **terrorism** under this Section for:

1. damages and related claimants’ costs; and
2. other amounts payable under any Extension of this Section;

shall not exceed the **Terrorism** Limit of Indemnity stated in the Schedule. Such limit is part of, and not in addition to, the Employers’ Liability Limit stated in the Schedule.

Extensions

The following Extensions are subject to the terms and conditions (including exclusions and Limits of Indemnity) applicable to this Section.

Our obligations to **you** for any **occurrence** covered under this Section end when the applicable Limit of Indemnity has been exhausted.

Compensation for Court Attendance or Staff Disruption

We shall pay the following amounts to **you** if, at **our** request, any of **your** partners, directors, officers or **employees**:

1. attend a court or arbitration hearing as a witness: up to GBP 250 for each day on which that person attends as a witness.

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

Defence Costs

We will provide cover to **you** for the following, provided they are incurred with **our** prior written consent:

1. **legal defence costs;**
2. legal fees for representation of **you** 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 any prosecution costs awarded) necessarily 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 is covered under this Section.

If there is any dispute as to whether any prosecution should be defended or an appeal should be made, the dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between **you** and **us**, or by the President of the Law Society if no such agreement is reached) whose decision shall be final and binding on both **you** and **us**.

Payments made under the Extension will reduce the amount of the Limit of Indemnity for this Section available for any other payment. The remaining amount of such Limit of Indemnity is the most that will be available for any other payment.

Health and Safety at Work Act

We will provide cover to **you** and, at **your** request, to **your** partners, directors, officers and **employees**, for necessary legal fees and expenses (including prosecution costs awarded) incurred with **our** 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 **your production**; and
2. which is covered under this Section.

If there is any dispute as to whether any prosecution should be defended or an appeal should be made, the dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between **you** and **us**, or by the President of the Law Society if no such agreement is reached) whose decision shall be final and binding on both **you** and **us**.

Unsatisfied Court Judgments

If an **employee** sustains **bodily injury**:

1. in the course of their employment by **you** and in connection with **your production**; and
2. caused by an **occurrence** during the Period of Insurance;

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

1. enforce a judgment for damages for such **bodily injury** against the other party, either in part or in whole, within six (6) months of the date of the judgment, then **we** will, at **your** request, 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 **us**; and
 - b. there is no appeal outstanding against such judgment.

2. bring about or serve proceedings for damages against the other party within a reasonable period of time, or at all, then **we** will, at **your** request, pay to the **employee** an amount equivalent to the sum which would reasonably be expected, in the opinion of leading counsel, to be recovered in proceedings for damages in a court, provided that the **employee**:
 - a. assigns any cause of action to **us**; and
 - b. provides all assistance that **we** may require should it become possible to pursue the action.

Any necessary costs incurred by the **employee** to comply with these requirements will be reimbursed by **us**.

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

Our liability under this Extension shall not exceed GBP 1,000,000 in the aggregate for the Period of Insurance.

New Acquisitions

We will provide cover for a **subsidiary organisation** acquired or formed by **you** during the Period of Insurance against liability covered under the terms and conditions of this Section, provided that:

1. **we** are notified by **you** within thirty (30) days of acquisition or formation of that organisation, and any information that **we** may then need is then provided to **us**;
2. the business of the acquired or formed organisation is the same as, or similar to, **your** existing business; and
3. **you** accept any additional terms and conditions, and pay any additional premium, that **we** may require.

Exclusions

The following Exclusions apply to this Section.

This Section does not apply to any:

Asbestos, silica or mixed dust

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 **you** 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**.

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 of this insurance.

This Exclusion does not apply to cover provided under the Extension entitled 'Unsatisfied Court Judgments'.

Section 9 – Public Liability

Insuring Clause

We will provide cover to **you** for damages and related claimants' costs that **you** become legally responsible to pay in respect of **bodily injury, property damage or nuisance** caused by an **occurrence** in connection with **your production** 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.

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.

Our obligations to **you** for any **occurrence** covered under this Section end when the applicable Limit of Indemnity has been exhausted.

Except as stated in 'Pollution and Contamination Limit' below, irrespective of the number of claims, **our** liability under this Section for:

1. damages and related claimants' costs; and
2. other amounts payable under any Extension of this Section;

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

Our liability for each and every **occurrence** is subject to the applicable **deductible** stated in the Schedule.

Pollution and Contamination Limit

Irrespective of the number of claims or **occurrences**, **our** liability in connection with pollution or contamination under this Section for:

1. damages and related claimants' costs; and
2. other amounts payable under any Extension of this Section;

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. Such limit is part of, and not in addition to, the Public Liability Limit stated in the Schedule.

Extensions

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

Our obligations to **you** for any **occurrence** covered under this Section end when the applicable Limit of Indemnity has been exhausted.

Compensation for Court Attendance or Staff Disruption

We shall pay the following amounts to **you** if, at **our** request, any of **your** partners, directors, officers or **employees**:

1. attend a court or arbitration hearing as a witness: up to GBP 250 for each day on which that person attends as a witness.
2. are interviewed by the lawyers conducting the defence against a claim for the purpose of providing a witness statement: up to GBP 50 per hour in respect of the time certified by the lawyers as time being interviewed.
3. are needed to attend a Conference with Counsel (as that expression is used by the Bar of England and Wales): up to GBP 50 per hour in respect of the time certified by the lawyers conducting the defence against the claim as time spent in such conference.

- attend a court or arbitration hearing as an observer: up to GBP 50 for each day on which that person attends as an observer, provided that **we** shall only be liable to compensate for the occupation of one observer per day.

Consumer Protection Act – Food Safety Act

We will provide cover to **you** and, at **your** request, to any of **your** partners, directors, officers or **employees**, for necessary legal fees and expenses (including prosecution costs awarded) incurred with **our** prior written consent, in the defence against a prosecution or an appeal against conviction resulting from an actual or alleged breach of the:

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

or any 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**:

- happening during the Period of Insurance and in connection with **your production**; and
- which is covered under this Section.

If there is any dispute as to whether any prosecution should be defended or an appeal should be made, the dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between **you** and **us**, or by the President of the Law Society if no such agreement is reached) whose decision shall be final and binding on both **you** and **us**.

Defence Costs

Under this Section, **we** will provide cover to **you** for the following, provided they are incurred with **our** prior written consent:

- legal defence costs**;
- legal fees for representation of **you** 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
- legal fees and expenses (not including prosecution costs awarded) 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 is covered under this Section.

If there is any dispute as to whether any prosecution should be defended or an appeal should be made, the dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between **you** and **us**, or by the President of the Law Society if no such agreement is reached) whose decision shall be final and binding on both **you** and **us**.

Payments made under this extension shall be in addition to the Limit of Indemnity for this Section stated in the Schedule.

Defective Premises Act

We will provide cover to **you** for damages and related claimants' costs that **you** become legally responsible 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 **you**.

However, this Extension does not apply to any cost of remedying any defect in any such premises.

Environmental Remediation Costs – UK Statutory Liability

Regardless of the Exclusion entitled 'Pollution or Contamination', **we** will provide cover to **you** for **remediation costs** that **you** become legally responsible to pay because **you** have been required to:

- incur **remediation costs** by a governmental or municipal agency or authority in accordance with **environmental laws**; or
- reimburse such **remediation costs** to a governmental or municipal agency or authority in accordance with **environmental laws**;

as a result of **environmental damage** that happens within the United Kingdom and which is caused by a sudden, identifiable, unintended and unexpected event in connection with **your production**.

We will also provide cover to **you** for **remediation costs** that **you** incur, with **our** prior written consent, following such **environmental damage** to prevent any further imminent **environmental damage**, but only to the extent that **you** would be reasonably likely to be required to incur such costs because of the existence of **environmental laws**.

This Extension will apply only to **environmental damage** which happens during the Period of Insurance.

This Extension will not apply to any:

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

Health and Safety at Work Act 1974 (UK)

We will provide cover to **you** and, at **your** request, to **your** partners, directors, officers and **employees** for necessary legal fees and expenses (including prosecution costs awarded) incurred with **Our** 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 **your production**; and
2. which is covered under this Section.

If there is any dispute as to whether any prosecution should be defended or an appeal should be made, the dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between **you** and **us**, or by the President of the Law Society if no such agreement is reached) whose decision shall be final and binding on both **you** and **us**.

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

1. At **your** request, **we** will provide cover to **your** partners, directors, officers or **employees** against liability for an **occurrence** covered under the terms and conditions of this Section whilst they are acting within the scope of their duties of employment by **you**.
2. At **your** request, **we** will provide cover to the following against liability for an **occurrence** covered under the terms and conditions of this Section:
 - a. officers or members of **your** social, canteen, welfare or first aid organisations or fire or ambulance services in their respective capacities;
 - b. **your employees** in respect of private work undertaken by them with **your** prior consent;
 - c. principals for whom **you** are, or have been, carrying out work in respect of an **occurrence** for which **you** are responsible, but only:
 - i. if, and only to extent that, **you** are obliged to provide them with cover because of a written contract or agreement between **you** and those persons or organisations; and
 - ii. in connection with specific activities happening after **you** have entered into that contract or agreement.

Cover under this Extension will apply provided that:

1. the **bodily injury** or **property damage** results from activities in connection with **your production**;
2. the person or organisation shall abide by the terms and conditions of this insurance;
3. the person or organisation is not covered under any other insurance for such **occurrence**;
4. the person or organisation has no conflict of interest with **you**; and
5. **we** shall be permitted, but not obliged, to take over and conduct the investigation, defence and settlement of any claim at **our** own discretion.

Motor Liability

Regardless of the Exclusion entitled 'Vehicles', **we** will provide cover to **you** for damages and related claimants' costs that **you** become legally responsible to pay in respect of **bodily injury** or **property damage** caused by an **occurrence** in connection with **your production** and resulting from:

1. the use of a mechanically propelled vehicle not owned or provided by **you**, but not when vehicle is driven:
 - a. by **you**;
 - b. by any person with **your** consent, if **you** know that the 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 **you**, because such vehicle interferes with and obstructs the performance of **your production**, provided that such movement is restricted to the minimum required to obtain access to or exit from **your** premises.
3. the loading or unloading of a mechanically propelled vehicle or any trailer attached to it.
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 **you** are 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

We will provide cover for a **subsidiary organisation** acquired or formed by **you** during the Period of Insurance against liability covered under the terms and conditions of this Section, provided that:

1. **we** are notified by **you** within thirty (30) days of acquisition or formation of that organisation, and any information that **we** may then need is then provided to **us**;
2. the business of the acquired or formed organisation is the same as, or similar to, **your** existing business; and
3. **you** accept any additional terms and conditions, and pay any additional premium, that **we** may require.

Cross Liabilities

Where the first named Insured is comprised of more than one party, **we** will treat each party as though a separate insurance has been issued to each of them, provided that the total amount payable in respect of damages shall not exceed the applicable Limit of Indemnity.

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 **your** liability for damages in respect of **bodily injury** or **property damage**:

1. to which cover under this Section applies, that **you** would have in the absence of any such contract or agreement; or
2. assumed by **you** 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 **us**.

Employment Related Practices

damages, loss, cost or expense arising out of any **bodily injury** or property damage sustained by any person, whether or not in the course of employment by **you**, 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).

Fines, Penalties or Restitution

1. punitive damages, exemplary damages, aggravated damages any criminal or civil fines or penalties.
2. any 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 **you**;
3. any loss, cost or expense to perform any obligation assumed by **you** or on **your** behalf;
4. any loss, cost or expense incurred, or agreed to, by **you** or on **your** behalf, except when part of an agreed settlement by **Us**.

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 with any aircraft, spacecraft, aerial or aerospace device or missile;
2. air or space communication, guidance or navigation system;
3. ground control, handling or support equipment or tools furnished or used in connection with any aircraft, spacecraft, aerial or aerospace device or missile;
4. equipment or tools furnished or used in connection with manufacturing, repairing or servicing any aircraft, spacecraft, aerial or aerospace device or missile;
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 aircraft, spacecraft, aerial or aerospace device or missile; or
6. engineering or other advice, instruction, labour or service relating to any aircraft, spacecraft, aerial or aerospace device or missile or any related product.

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 **You** 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 the provision of, or failure to provide, any professional service or advice for a fee, or in circumstances where a fee would normally be charged.

Consequential Loss

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

Damage to Owned Property or Property in **your** 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 **you**, leased or rented to **you**, or in **your** care, custody or control.
2. that particular part of any property upon which **you**, or any of your **employees**, are or have been carrying out work, if arising out of that 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 **your** partners, directors, officers or **employees** or of visitors to **your** premises.
2. premises, or any of its fixtures, fittings and contents, while leased, rented, hired, licensed or borrowed by **you** for activities relating to **your production**.
3. premises, or any of its fixtures, fittings and contents, not owned, leased, rented, hired, licensed or borrowed by **you**, while temporarily occupied by **you** for the purpose of carrying out work in relation to the **production**.

Employees

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

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 **you** 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, however, apply to **your** liability for damages and claimants' costs in respect of **bodily injury** or **property damage**, to which cover under this 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 **you**; or
2. conduct of any person or organisation whose assets, business or organisation **you** acquire;

for any **bodily injury** or **property 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 **you** or on **your** behalf 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.

However, sub-paragraph 1 of this Exclusion does not apply to the cover specifically provided under the Extension entitled 'Motor Liability' within this Section of the Policy.

General Policy Exclusions

The following exclusions apply to all Sections of this Policy.

This Policy does not apply to any:

Deliberate Acts

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

1. is intended by **you**; or
2. **you** should reasonably have expected;

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

This exclusion does not apply to **bodily injury** (as defined in either Section 6, 8 or 9 as applicable) or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Financial Failure

withdrawal, insufficiency or lack of finance howsoever caused, the financial failure of any venture, variations in the rate of exchange, rate of interest or stability of any currency, financial default, insolvency, or failure to pay of any person, corporation or entity, all whether a party to this Policy or otherwise.

Foreign Office

damages, loss, cost or expense in any country to where the Foreign and Commonwealth Office advises against travel, unless agreed by **Us** in writing.

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 of **your** authorised representatives; or
2. others (except for carriers for hire) to whom the property, otherwise covered under this Policy, may be entrusted.

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. damages, 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. damages, 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**;

except, however, damages and claimants' costs under Section 8 (Employers' Liability), subject to a Limit of Indemnity of GBP 5,000,000 in respect of any one **occurrence** directly resulting from an act of **terrorism**.

If **we** claim that this exclusion applies to the circumstances of any loss or **occurrence**, **you** shall have the burden of proving the contrary.

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 Cause or Event

damages, loss, cost or expense which **you** incur during a sequence of events or happenings which begins with an **occurrence** insured by this Policy, when those damages, loss, cost or expense arise, however, solely as a result of, or following, an intervening cause or event of loss which is not insured by this Policy.

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 **Us** whether **We** have 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 **our** liability in respect of related **legal defence costs** shall be limited to an amount that is in the same proportion as **our** 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 mutual agreement of both **you** and **us** in accordance with statutory provisions for the time being in force. Where any difference is, by this condition, to be referred to arbitration **you** shall have no right of action against **us** unless and until an award has been made through that arbitration.

Assignment

Assignment of interest under this Policy shall not bind **us** without **our** prior written consent.

Audit and Inspection

At any time during the Period of Insurance or while a claim is pending, **you** shall make available to **us**, or its authorised representatives, for inspection, audit or copying all books, papers, files, accounts, contracts, invoices and records of **you** (including those of its agents or brokers) relating to any **production**, at a time and place that is mutually agreeable to **you** and **us**.

Cancellation

The Policy may be cancelled by **you** by giving **us** notice stating when cancellation shall take effect.

We may also cancel the Policy by sending **you** written notice by post or electronic mail stating when, not less than ten (10) days later, cancellation shall come into effect. However, **we** will only provide five (5) days' written notice to **you** if **our** reason for cancellation is for non-payment of premium by **you** within the period of time required by the terms and conditions of this Policy. The sending of such notice shall be sufficient proof of **our** 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 insurance is cancelled by either party, the Deposit Premium for the insurance, as shown in the Schedule, shall be considered to be fully earned by **us** unless and until **you** provide a financial statement certified by an independent audit or approved by **us** 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.

Provided the premium has been paid in full **you** will be entitled to a proportionate refund of premium in respect of the unexpired Period of Insurance stated in the Schedule. Any return of premium due to **you** will depend on how long this insurance has been in force and whether you have made a claim. However, should the cancellation come into effect prior to **principal photography**, **our** earned premium shall amount to twenty per cent (20%) of the premium stated in the Schedule.

Changes in Policy

This Policy may be changed only by a written endorsement issued by **our** duly authorised representative.

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 **you** agreeing a contract term for an **insured person** (as defined in Section 1) that is sufficiently longer than **your** original scheduled time for completing that **insured person's** role in **production** so as to allow a 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 **you** agreeing a contract term for facilities, property, equipment and supplies, that is sufficiently longer than **your** original schedule time for completing the **production** so as to allow a margin of safety, which in any event shall be at least ten (10) days.

Currency

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

However, at **our** discretion, **we** 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 as expressed in the currency stated in the Schedule.

Declarations

You agree to declare to **us** the material facts of each **production** including any risks or hazards of which **you** are 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.

Change in Risk

You shall advise **us**, as soon as it is practically possible to do so, of any change of which you are aware, or reasonably ought to be aware, in the risk insured under this Policy, including any activities, conditions or hazards which may increase the likelihood of any risk otherwise insured under any Section of this Policy.

Any increased risks due to such activities, conditions or hazards may be considered for cover by **us**, provided that **you** comply with any additional terms and conditions that are required by **us** and pay any additional premium which we may require. The Policy must be specifically endorsed for such cover to be effective.

Fraudulent Claims

If **you** make a fraudulent claim under this Policy, **we**:

- a. are not liable to pay the claim; and
- b. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c. may, by notice to **you**, treat the Policy as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under c. above:

- i. **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- ii. **we** need not return any of the premiums paid.

Multiple Insureds

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

Other Insurance

If **you** are (or but for the existence of this Policy would be) entitled to indemnity under any other insurance, then **we** shall be liable only for the amount by which **our** liabilities under this Policy exceed **your** entitlement to indemnity under such other insurance, but excepting the cover provided to third party owners of property only under Sections 4, 7 and 9 of this Policy.

Pairs, Sets or Parts

In the event of insured loss or damage to any:

1. article or articles which are a part of a pair or set, the amount recoverable under this Policy for such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, with allowance being made for the importance to the pair or set of the article or articles, but in no event shall the amount recoverable be equal to the total value of the pair or set;
2. part of property covered under this Policy consisting, when completed for use, of several parts, **We** shall only be liable for the value of the part lost or damaged.

Property of Others

We may adjust losses with the owner of lost or damaged property, if other than **you**. If **we** pay the owner, such payments will satisfy **your** claims against **us** for the owner's property. **We** will not pay the owner more than the amount that **you** are legally responsible to pay to the owner in respect of that property. **We**, at **our** own expense and within the applicable Limits of Indemnity, may also elect to defend **you** 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 **you**.

Reasonable Care

You are obliged, at **your** 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 keep all plant, premises, and machinery in good working condition.

Sanctions Limitation and Exclusion Clause

We shall not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

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.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

General Policy Claims Conditions

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

Our Rights: Investigation, Defence and Settlements (applying to Sections 8 and 9)

We are entitled (but are not obliged), at **our** sole discretion, to:

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

We may, at **our** discretion, negotiate and coordinate any claim, proceedings or other loss circumstance with **you**. However, **you** are ultimately responsible for the allocation and delivery of any payment made under this insurance.

We may, at **our** discretion, pay at any time:

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

If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant, and **you** elect to contest the claim, **our** liability for any damages and claimants' costs shall not exceed the amount for which the claim could have been settled (less the applicable **deductible**) plus any of the fees, costs and expenses provided under the Extension entitled 'Defence Costs' incurred up to the time of your refusal or the applicable Limit of Indemnity, whichever is less; and **we** shall then have the right to withdraw from any further defence by handing over control of the defence to **you**.

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. **your** particulars as are stated in the Schedule that are sufficient for **us** to identify **you**;
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 **us** as soon as practicable after the circumstance becomes known to **you**, but not later than ninety (90) days after the circumstance comes to **your** knowledge.

You shall give written notice to **us** of any claim or proceedings as soon as practicable after such claim or proceedings come to **your** knowledge and **you** shall, as soon as practicable, forward to **us** every pre-action letter, demand, notice, summons, claim form or other process **you** receive.

You shall not admit liability for, or negotiate the settlement of, any claim without **our** prior written consent.

You shall co-operate with **us**, provide **us** with all required assistance and, at **our** request and direction, **you** shall also:

1. assist in negotiating or concluding settlements with claimants;
2. co-operate in the handling of any action enforcing a right of contribution by, or action against, any person or organisation who may be liable to **you** because of **bodily injury**, property damage or nuisance; and
3. attend at hearings and trials, and assist in securing and giving evidence and in obtaining the attendance of witnesses to the extent that it is reasonably possible for **you** to do so.

Subrogation

If, following an **occurrence** covered under this insurance, **you** acquire any rights of action against an individual, firm or corporation for any loss, damage, expense or liability, **you** will do all that is required to secure those rights. **You** will assign and transfer the claim for right of action to **us** if **we** so require, and **you** will also permit suit to be brought in **your** name, but under **our** direction and at **our** own expense.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or by writing to:

The Financial Services Compensation Scheme,
PO Box 300,
Mitcheldean,
GL17 1DY.

Data Protection Short Form Notice

Your personal information notice

Who we are

We are the insurers identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide you with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see our full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about **you**, including the right to access **your** information. If **you** wish to exercise your rights, discuss how we use **your** information or request a copy of **our** full privacy notice(s), please contact us on DPO@beazley.com or the agent or broker that arranged this insurance.