

Media production.

Policy wording



Media Production Policy Wording

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Our Agreement

Introduction

Welcome and thank you for choosing to buy **your** Media Production **policy** from Markel Insurance SE. This document, **your schedule** and any endorsements attached form **your policy**. This document sets out the conditions of the insurance between **you** and **us**. The operative Sections of **your policy** are indicated in **your schedule**. Please read the whole document carefully and keep it in a safe place.

Information you have given us

In deciding to accept **your policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat **your policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

1. treat **your policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
2. amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
3. reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
4. cancel **your policy** in accordance with General Condition 2.

We will write to **you** if we:

1. intend to treat **your policy** as if it never existed; or
2. need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as **you** can.

Claims

If a claim is made against **you**, or **you** become aware of any circumstance which is likely to give rise to a claim being made against **you**, which may result in a payment being made under **your policy**, please make sure that **you** read and comply with the **Claims Conditions** on page 46 as a failure to do so may result in **your** ability to claim under **your policy** being compromised.

Interpretation

Words when appearing in **bold** type, other than in headings or titles of paragraphs (which headings and titles of paragraphs are included for ease of reference only and do not lend any meaning to this contract), are defined terms whose meanings appear in the **General Definitions** Section on page 48 and they shall have the same meaning throughout **your policy**, whether expressed in the singular or the plural. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and any word appearing in **your policy** in the singular shall include the plural and in the plural shall include the singular. References to Extensions, **General Exclusions**, **General Conditions**, **Claims Conditions** and **General Definitions** relate to the respective Sections of **your policy**. Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Notice

It is always **our** intention to provide **our** clients with a first class standard of service. However, if **you** have any cause for complaint, please refer to the **Complaints Notice** appearing at the end of **your policy**. If **you** wish to make any other enquiry concerning **your policy** please contact the intermediary or insurance broker who arranged this insurance for **you**.

Cast Section

Cover

We will pay for **loss** incurred by **you** directly resulting from any **insured person** being necessarily prevented by their death, injury, illness, sickness, disease, **bereavement** or **kidnapping** from commencing, continuing or completing their respective duties or performances in a **production**.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until completion of post-production or the expiration of the period of insurance whichever occurs first, unless agreed otherwise by **us**.

Loss Basis of Settlement

1. The term "**loss**" as used in this Section means the additional **production costs** necessarily incurred by **you** in completing a **production** that would not have been incurred but for the happening of any one or more of the **events** specified under Cover but not including any additional **production costs** arising out of any obligation or requirement of **you** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a loss otherwise covered under **your policy**.
2. If one or more of the **events** specified under Cover reasonably, practically and necessarily prevents the completion of principal photography irrespective of any completion or delivery date requirements and if agreed by **us**, **you** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.
3. Before payment of an abandonment **loss**, **you** will surrender, assign and transfer to **us** or **our** nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production** but this shall not apply to any sequel or prequel or any attendant merchandising rights associated with the sequel or prequel.

Special Conditions

As shown on **your schedule**, Cover provided by this Section either excludes **pre-existing conditions** for **insured persons** or **you** are required to submit to **us** one of the following for each **insured person**:

1. Declaration of Health Form
2. Self-Certification Health Form
3. Statement of Health Form
4. Cast Medical Form

Within five working days (not including weekends) of receiving the form **we** will review it and advise **you** of **our** approval, or any reservation, exception or restriction. If for any reason **we** make any reservation, exception or restriction with respect to the insurability of an **insured person**, the Cover provided by this Section shall exclude **loss** incurred directly as a result of the condition with respect to the **insured person**.

If by the expiry of the five day period **we** have not advised **you** of any reservation, exception or restriction, **we** will provide Cover for the **insured person** excluding **pre-existing conditions** until such time **we** advise **you** of the approval or of any reservation, exception or restriction.

In the event that a claim arises under **your policy** simultaneously with the completion of the form and/or prior to **us** receiving the form and/or communicating a decision to **you** following receipt of the form, **we** reserve the right to treat such a claim in line with the terms that **we** would have applied absent such a claim arising. Any communication by **us** of

an approval or of any reservation, exception or restriction is binding on **you** and automatically forms part of **your policy**, effective from the date of the completion of the form.

If by the start of principal photography **we** have not received and approved a form, the Cover provided by this Section shall reduce to **loss** incurred solely as a result of accident to the **insured person** until the form has been received and approved by **us** or **we** have advised **you** of any reservation, exception or restriction.

Despite the above, until **we** have received the form and advised **you** of **our** approval, or any reservation, exception or restriction, and up a maximum period of sixty calendar days before the start of principal photography, **we** will give automatic Cover to any **insured person** excluding **pre-existing conditions**.

A Cast Medical Form must be completed by an appropriately qualified and registered medical practitioner (other than the **insured person's** personal medical practitioner).

Loss Procedure Notice of Incapacity and Right of Medical Examination

Immediately after **you** are made aware of an **insured person** being unable to start or continue their duties as a result of which a claim might arise, **you** will notify **us** and also obtain and send to **us** the certificate of a registered doctor which details fully the circumstances in which the incapacity arises and ensure and preserve **our** continuing right of examination at all reasonable times by **our** own appointed registered doctor of any **insured person** whose incapacity may lead to a claim.

You agree that if the failure to comply with any of these conditions prejudices **us**, **we** will not provide Cover for that **insured person** under this Section.

Exclusions

We will not cover **loss** directly or indirectly caused by or resulting from:

1. any **insured person** under this Section taking part in flying other than as a passenger;
2. any **insured person** taking part in any hazardous activities without **our** prior written consent;
3. the inability of any **insured person** to perform as a result of pregnancy, child birth or other related condition;
4. any **insured person** under six years of age or over seventy five years of age;
5. any **insured person** under nine years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis diphtheria; or
6. loss of **money**, securities or other consideration surrendered as a ransom payment by **you** as a result of **kidnapping** or alleged **kidnapping**

unless notified to and accepted by **us**.

Extensions

We will pay the following if stated in **your schedule**. The limit of liability for these extensions is not in addition to the Cast limit of liability stated in **your schedule** in connection with a **production**.

1. Undeclared Cast

We will pay for the amount of **loss** incurred by **you** which results from any cast or crew member other than an **insured person** who is necessarily prevented by their death, injury or sickness but excluding **pre-existing conditions** from commencing, continuing or completing their respective duties or performances in a **production**.

2. Unknown Pregnancy

Exclusion 3. under the **Cast Section** is deleted and replaced as follows:

- a) the inability of any **insured person** to commence, continue or complete their respective duties or performance as a result of pregnancy, child birth or other related condition, unless the **insured person**:
 - (i) had no knowledge of her pregnancy prior to the date of loss; and
 - (ii) is aged 35 years or under.

Media Section

Cover

We will pay for **loss** incurred by **you** resulting directly from **damage** to **media** from any external cause and for:

1. faulty **media**;
2. faulty cameras or recording equipment;
3. faulty developing, editing or processing including where arising from faulty computer software programs;
4. accidental and/or unauthorised corruption of the images and sound data held on **digital media**;
5. accidental and/or unauthorised erasure of recordings from **media**; or
6. accidental exposure to light of raw or exposed film

except as excluded and occurring during the period of insurance for **media** used or intended to be used for recording and storing images or sounds necessary to the intended release of a **production**.

Property Not Insured

We will not pay **you** for:

1. **damage** of the equipment including **digital media** (whether fixed or unfixed within the equipment) used to record, work on or play the **media**;
2. **loss** arising out of or in connection with **media** containing unused or excess footage, back up material or cut outs; or
3. **loss** arising out of or in connection with archive or library material.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until:

1. the date on which a **protection material** has been made;
2. the date being thirty days after completion of post-production during which a **protection material** is to have been made; or
3. the expiration of the period of insurance

whichever occurs first or such other period if agreed by **us**.

Loss Basis of Settlement

1. The term "**loss**" as used in this Section means the additional **production costs** necessarily incurred by **you** in completing a **production** that would not have been incurred, but for the happening of any one or more of the **events** specified under Cover but not including any additional **production costs** arising out of any obligation or requirement of **you** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a **loss** otherwise covered under **your policy**.
2. If one or more of the **events** specified under Cover reasonably, practically and necessarily prevents the completion of principal photography irrespective of any completion or delivery date requirements and if agreed by **us**, **you** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.

3. Before payment of an abandonment **loss**, **you** will surrender, assign and transfer to **us** or **our** nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production** but this shall not apply to any sequel or prequel or any attendant merchandising rights associated with the sequel or prequel.

Exclusions

We will not cover **loss** directly or indirectly arising out of, contributed to by or resulting from:

1. deterioration, condensation, atmospheric dampness or changes in weather conditions, exposure to sudden changes in temperature or extreme temperatures unless due to a peril otherwise insured and outside of **your** control;
2. faulty manipulation of the filming or recording equipment or computer software (but this exclusion shall not apply to Cover 5), non-compliance with the instructions or specifications of the **media** or equipment or with the accepted standards of industry practice;
3. delay in delivery of **media**; or
4. x-rays, x-ray systems or fluoroscopic inspection devices but this exclusion shall not apply providing all precautions have been taken and the exposed or unexposed negative is properly identified as such and all unprocessed negative is carried as hand luggage and accompanied at all times. This exclusion shall not apply in respect of **digital media**.

Conditions

Cover under this Section will apply provided that:

1. cameras, lenses and related equipment have been tested and proved to be in sound working condition for the purpose for which they are intended to be used at the start of filming or recording of the **production** keeping to the highest standards of industry practice;
2. **media** is:
 - a) adequately checked for acceptability on a suitable size monitor at least daily;
 - b) securely backed up; and
 - c) duplicated and securely stored at a separate location from the original on a daily basis unless agreed otherwise by **us**;
3. **media** is kept by you in a satisfactory condition and fit for its purpose until completion of the **protection material**, which is then securely stored off site. **Damage** to any **media** for which a satisfactory **protection material** exists shall not result in a **loss** under **your policy** unless the corresponding **protection material** is also **damaged**; and
4. unprocessed negative films will not be accumulated by **you** for shipment or processing for more than a period of three shooting days or five consecutive days whichever period expires first.

unless agreed otherwise by **us**.

In any claim, action, suit or other proceeding to enforce a claim for **loss** under this Section, the burden of proving that the **loss** does not arise in circumstances which fall within the requirements of these conditions and is not a result of the non-compliance with these conditions, shall be solely upon **you**.

Extension - Operator Error

We will pay for **loss** incurred by **you** resulting solely and directly from operator error during principal photography and for the purposes of this extension, Section Exclusion 2 shall not apply.

Our limit of liability for **loss** covered by this extension shall not exceed the amount stated in **your schedule** and for any one **event** giving rise to **loss**, **we** shall only be liable to pay the amount in excess of the **deductible**.

Extra Expense Section

Cover

We will pay for **loss** incurred by **you** resulting from the interruption, postponement or cancellation of a **production** as a direct and sole result of **damage** to property or a location used or to be used by **you** during a **production** and occurring during the period of insurance within the **geographical limits**.

We will also pay for mechanical or structural defect or breakdown, short circuit or other electrical injury, disturbance or failure to generators, camera, sound, lighting and grip equipment, including computer control systems and their components used to control this equipment, provided that they have been fully tested beyond the experimental stage and proven to be in sound working condition for its intended use before being used in a **production** keeping to the highest industry practice.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance, unless agreed otherwise by **us**.

Loss Basis of Settlement

1. The term "**loss**" as used in this Section means the additional **production costs** necessarily incurred by **you** in completing a **production** that would not have been incurred, but for the happening of any one or more of the **events** specified under Cover, but not including any additional **production costs** arising out of any obligation or requirement of **you** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a **loss** otherwise covered under **your policy**.
2. If one or more of the **events** specified under Cover reasonably, practically and necessarily prevents the completion of principal photography irrespective of any completion or delivery date requirements and if agreed by **us**, **you** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.
3. Before payment of an abandonment **loss** **you** will surrender, assign and transfer to **us** or **our** nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production** but this shall not apply to any sequel or prequel or any attendant merchandising rights associated with the sequel or prequel.

Exclusions

We will not cover **loss** directly or indirectly arising out of, contributed to by or resulting from:

1. other than where provided under Cover above insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear and tear, gradual deterioration, condensation, deterioration due to dampness or dryness of atmosphere, extremes or changes in temperature, shrinkage, evaporation, loss of weight, rust, warping, contamination or leakage of contents unless caused by a peril not otherwise excluded;
2. other than where provided under Cover above short circuit or other electrical injury, disturbance or failure unless fire ensues and then only for loss or **damage** caused by the fire;
3. **damage** to property sustained while the property is being actually worked upon and directly resulting therefrom, nor **damage** to any property undergoing construction, alteration, repair or testing unless accidental fire or explosion ensues and then only for the **damage** caused by the ensuing fire or explosion;
4. shortage of inventory or any unexplained loss or mysterious disappearance;

5. rain, sleet, snow or hail whether driven by wind or not to property stored in the open (other than while on location);
6. **damage** to any property or material the subject matter of the insurance under the **Media Section**;
7. **loss** arising from the use of animals due to any cause; or
8. any direct or indirect property **loss**, or for expenditures incurred in the purchase, construction, repair or replacement of any property.

Extensions

We will pay for **loss** incurred by **you** occurring during the period of insurance resulting from the following if stated in **your schedule**. The limit of liability for these extensions is not in addition to the Extra Expense limit of liability stated in **your schedule** in connection with a **production**.

1. Civil Authority

We will pay for **loss** incurred by **you** resulting from the interruption, postponement or cancellation of a **production** due to the action of a civil authority that prohibits access to, or the intended use of, property or locations used or to be used by **you** during a **production**.

We will not cover **loss** directly or indirectly arising out of, contributed to by or resulting from:

- (a) **your** failure or inability to obtain filming permits;
- (b) **your** failure or inability to properly process or complete any applications or other documents required by governmental authorities regulating filming activities;
- (c) **your** failure or inability to comply with any requirement or procedure necessary for issuance of any filming permit or authorisation;
- (d) the refusal or revocation of any filming permits or authorisation due to **your** violation of any of the terms and conditions of the permits or due to the violation of any civil or criminal code;
- (e) weather or weather related conditions, regardless if **your** permit is revoked before, during or after the weather related conditions; or
- (f) travel or transportation delays resulting from the action of a civil authority.

2. Strike and Civil Protest

We will pay for **loss** incurred by **you** resulting from the interruption, postponement or cancellation of a **production** as a direct and sole result of strike or other labour action or civil protest by any person or organisation that directly prohibits access to, or the intended use of, property or locations used or to be used by **you** during a **production**.

We will not cover **loss** directly or indirectly arising out of, contributed to by or resulting from:

- (a) strikes or other labour actions by any person or organisation that is part of or employed by the film or television industry of which **you** were aware, or should have been made aware of, at the time the arrangements were made;
- (b) **your employees**; or
- (c) any civil protest that affects a **production**.

3. Loss of Utilities

We will pay for **loss** incurred by **you** resulting from the interruption, postponement or cancellation of a **production** as a direct and sole result of the sudden and unexpected loss of:

- (a) the power supply; or
- (b) communication, internet access, natural gas, water or sewage treatment supply

you are using in connection with a **production**.

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

- (c) is not due to **your** failure to comply with the terms and conditions of any contract; and
- (d) has been reported to the applicable service provider.

Any **loss** arising directly or indirectly out of strike, industrial action, whether official or unofficial, lock-outs or other labour disputes is excluded under this extension.

4. Imminent Cause of Loss

We will pay for **loss** incurred by **you** if a **production** is interrupted, postponed or cancelled as a direct and sole result of **your** actions to prevent or minimise direct **damage to props, sets and wardrobe or equipment**, or injury to persons, from an **imminent cause of loss**. The **loss** incurred must be reasonably expected to prevent or minimise more than minor **damage**, or any injury, otherwise covered under **your policy**.

The term "**imminent cause of loss**" means a loss that is accidental, unexpected, immediately certain to occur and for which reasonable alternative arrangements could not have been made nor for which could the necessity for alternative arrangements have been foreseen.

For the avoidance of doubt this extension does not apply to weather events that typically occur at the filming location.

5. Ingress and Egress

We will pay for **loss** incurred by **you** resulting from the prevention of ingress to or egress from a property or location used or to be used by **you** during a **production** is prevented as a direct and sole result of **damage** to property.

6. Crisis Management

We will pay for **loss** incurred by **you** resulting from an **event** at any location used for the purposes of the **production** where the cast, crew or both is assembled to shoot any scheduled work of the **production** that:

- (a) results in a life threatening physical injury or accidental death resulting from an injury to any member of the **production**; and
- (b) is witnessed by cast, crew or both of the **production**; and

results in the immediate and necessary suspension of the **production**.

Property Section

Cover

We will pay for:

1. **props, sets and wardrobe;**
2. **equipment;**
3. **office contents;**
4. **computer and telecommunication equipment;**
5. **action motor vehicles;**
6. **library stock**

owned by **you** or which is the property of others for which **you** are legally responsible and which is **damaged** during the period of insurance within the **geographical limits**.

Loss of Use and Continuing Hire Charges

We will also pay all sums which **you** become legally liable to pay as **compensation** for the amount of related continuing hire charges as a result of **damage** to **props, sets and wardrobe** and **equipment** used or to be used in a **production**.

Alternative Hire Charges

We will also pay additional costs in hiring alternative **props, sets and wardrobe** and **equipment** as a result of **damage** to such property which is owned by **you** and used or to be used in a **production**. We will not pay **you** for alternative hire charges which could be covered under any other Section.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and continues until the expiration of the period of insurance. However, for property for which **you** are legally responsible and if agreed by **us**, it continues until the date on which post production is completed irrespective of whether the date occurs after the expiry of the period of insurance.

Basis of Settlement

In the event of **damage** to items 1 to 5 under Cover, such property will be valued at the full cost of repair or replacement without deduction for wear and tear and gradual deterioration to a condition equal to, but not better or more extensive than its condition when new provided that the property is actually repaired or replaced by **you** within a reasonable period of time following the loss.

The payment will not exceed the amount actually spent to repair or replace such property for the same occupancy, use or in the event of repair only, the amount which would have been payable had the property been entirely destroyed.

If not repaired or replaced, such property will be valued at its **actual cash value** on the date of loss. If the property was the property of others hired to **you** under a written contract or agreement and the property is not repaired or replaced it will be valued at the contractual value as specified.

In the event of **damage** to item 6 under Cover, **we** will pay for the recopying expenses incurred in the reproduction and replacement of **library stock**. If **library stock** cannot be replaced with other like kind or quality, no payment shall be made under this insurance.

Exclusions

We will not cover loss directly or indirectly arising out of, contributed to by or resulting from:

1. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear and tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, warping, rust, contamination or leakage of contents unless caused by a peril not otherwise excluded;
2. short circuit or other electrical injury, disturbance or failure unless resulting directly from storm or fire;
3. **damage** to property sustained while the property is being actually worked upon and directly resulting therefrom or **damage** to any property undergoing construction, alteration, repair or testing unless accidental fire or explosion ensues and then only for the **damage** caused by the ensuing fire or explosion;
4. loss, distortion, corruption or erasure of **programs** and **reinstatement of programs** and **reinstatement of data** or the value to **you** of the **data** contained;
5. shortage of inventory or any unexplained loss or mysterious disappearance;
6. rain, sleet, snow or hail whether driven by wind or not to property stored in the open (other than while on location);
7. aircraft (including gliders and hang-gliders), watercraft (replacement value of which is in excess of EUR 15,000 any one craft and EUR 50,000 in the **aggregate**), railroad cars or equipment, motorcycles, motor vehicles or other motorised conveyances except:
 - (a) while being used as part of a theatrical set and not in motion;
 - (b) while in transit to and from a set and not being self-propelled; or
 - (c) **action motor vehicles**;
8. 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;
 - (b) a manufacturer approved security alarm is in operation to protect the vehicle;
 - (c) no items contained in the vehicle are visible from outside; and
 - (d) such theft results from forcible entry.

The Cover provided under the exceptions above is subject to the Theft from Unattended Vehicle inner limit shown in **your schedule**;

9. **damage** to any item of **computer and telecommunication equipment** due to its own breakdown or derangement unless the item is at the time of the **damage** the subject of a maintenance, rental hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance at inclusive cost. This exclusion shall not apply to Special Extension 2;
10. **damage** recoverable under any guarantee or maintenance rental hire or lease agreement;
11. **damage** to the **computer and telecommunication equipment** caused by or attributable to defective packing or incorrect or insufficient addressing; or
12. **damage** caused by error in machine programming or instructions to the machine;

Extension

Animal Mortality

We will pay for specified animals as declared to **us** for accidental death only occurring while the animals are in **your** custody or control and while the animals are being used in connection with a **production**. **We** will not pay for death as a result of sickness, disease or natural causes.

We will pay for vets' fees up to the limit of liability stated in **your schedule**.

Our limit of liability for the loss covered by this extension shall not exceed the amount stated in **your schedule** for any one **event** giving rise to loss in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Special Extensions - Computer and Telecommunication Equipment

For item 4 under Cover of this Section, **we** will pay the following if stated on **your schedule**. The limit of liability for these Special Extensions is not in addition to the limit of liability stated in **your schedule** in connection with a **production**.

1. Reinstatement of Programs and Data

We will pay for loss, distortion, corruption or erasure of **programs** and/or **data** recorded on **media** and the costs necessarily and reasonably incurred by **you** in the **reinstatement of programs** and/or **reinstatement of data** but excluding the value to **you** of the **data** contained. However, **we** will not pay for loss, distortion, corruption or erasure of **programs** and/or **data** recorded on **media** unless the accidental loss, distortion, corruption or erasure of **programs** and/or **data** itself results from other **damage to computer and telecommunication equipment** and is not otherwise excluded.

2. Increased Cost of Working

If the computer operations of the **business** at the **premises** are interrupted or interfered with due to **damage**, **we** will pay the **increased cost of working**. However, **we** will not pay for:

- (e) the **increased costs of working** incurred during the first 48 hours following breakdown or derangement of any item of **computer and telecommunication equipment** if a maintenance, rental hire or lease agreement providing a minimum service of on-call remedial and/or corrective maintenance at inclusive cost is not in force on the item;
- (f) the costs of **reinstatement of data** and **reinstatement of programs**; and
- (g) any loss which is also insured under the **Business Interruption Section**.

3. Removal of Debris

We will pay for costs and expenses necessarily and reasonably incurred by **you** with **our** consent for removing **computer and telecommunication equipment** debris and dismantling or demolishing **computer and telecommunication equipment** following a loss insured by this Section.

We will not pay for any costs or expenses:

- (a) incurred in removing debris except from the site of the property **damaged** and the area within ten metres of the site; and
- (b) arising from the **pollution or contamination** of property not insured by this Section.

4. Temporary Repairs and Expediting Costs

We will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair, reinstatement or replacement of **damaged computer and telecommunication equipment**.

5. Incompatibility of Computer Records

We will pay for costs necessarily and reasonably incurred for modification of **damaged computer and telecommunication equipment** and reinstatement of **damaged programs** and/or **data** (whichever is less) to achieve compatibility.

6. Additional Property

We will pay for **damage** to **computer and telecommunication equipment** at the **premises** acquired after the start of the period of insurance for the period up to the next **renewal date** subject to **us** being notified in writing within 28 days of acquisition and **you** paying or agreeing to pay the additional premium as **we** may reasonably require.

7. Additional Rental

If there is **damage** to **computer and telecommunication equipment** requiring replacement of a lease/hire agreement by a new contract for similar property, **we** will undertake to pay any additional rental charges.

8. Consulting Engineers' Fees / Repair Investigation Costs

We will pay consented fees/costs incurred in conducting investigations and/or tests into possible repair, reinstatement (whether or not successful) or replacement consequent upon **damage** insured by this Section but not for preparing any claim.

9. Measures Taken in Avoidance of Impending Loss or Damage

We will pay costs incurred by **you** in taking reasonable but exceptional measures to avoid or mitigate impending **damage** provided that:

- (a) the impending **damage** does not stem from any reasonable foreseeable cause and that **damage** would be the natural outcome to be expected in the absence of the measure;
- (b) **we** are satisfied that **damage** has been avoided or reduced in consequence of the measures taken; and
- (c) the terms, exclusions and conditions of this Section shall apply as if **damage** had occurred.

Conditions

Reasonable Precautions

You will:

1. maintain a backup copy of the current version at a location other than the **premises** where the **media** on which the **programs** are recorded is located; and
2. maintain a weekly full system backup of **data** at a location other than the respective **premises** where the **media** on which the **data** is recorded is located.

Failure to do so may result in your ability to claim under **your policy** being compromised.

Property of Others Section

Cover

We will pay for loss incurred by **you** resulting from **your** legal liability to pay as **compensation** arising out of **damage** to property of others while such property is in **your** care, custody or control and is used or to be used in connection with a **production**.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance but for property of others for which **you** are legally responsible, used or to be used, in connection with a **production**, it will continue for the **production** until the date on which post production is completed irrespective of whether the date occurs after the expiry of the period of insurance, unless agree otherwise by **us**.

Exclusions

We will not pay **you** for legal liability to pay **compensation** for:

1. **damage** resulting from the ownership, operation or use of motor vehicles (personal or commercial), aircraft, watercraft or railroad cars or equipment including physical **damage** to any of the foregoing;
2. **damage** to property which could be covered under any other Section;
3. **damage** to archive material and library footage;
4. **damage** to **premises** (including buildings) including loss of use, rented to or leased by **you** for any purpose other than location filming in connection with a **production** save that this exclusion shall apply to **premises** and property used as living quarters for **your** cast and crew;
5. **damage** arising out of shortage of inventory, unexplained loss or mysterious disappearance or theft by any of **your employees** or sub-contractors;
6. injury or **damage** to any animal; or
7. **damage** to gardens or plant life.

Defences Supplementary Payments

In relation to any matter which may be the subject of indemnity under this Section, **we** may:

1. defend any suit against **you** for **compensation** which is payable under the terms of this coverage even if any of the allegations of the suit are groundless, false or fraudulent but only for amounts that are claimed in excess of the **deductible**;
2. pay within the applicable limit of liability:
 - (a) all expenses **we** incur and all costs taxed against **you** in any such suit and all interest on the entire amount of any judgement which accrues after entry of the judgement and before **we** have paid, tendered or deposited in court that part of the judgement;
 - (b) premiums on appeal, bonds required in such suit and premiums on bonds to release attachments but without any obligation to apply for or furnish any such bonds; or
 - (c) all reasonable expenses other than loss of earnings incurred by **you** at **our** request.

Other Insurance

If there is specific or other insurance, whether prior or subsequent in date, effected directly or indirectly covering or insuring the property covered, this coverage shall be considered primary but not exceeding the limit of liability of this Section, unless there is other similar Property of Others liability insurance in existence, in which case **your policy** shall pro-rate with the other insurance.

Business Interruption Section

If any of the following events occur during the period of insurance:

1. **damage** to property at the **premises** that is used by **you** for the purpose of **your business**;
2. **damage** to any property in the area near or surrounding **your premises**, but in no event more than one mile from the **premises** which prevents **you** using, entering or exiting **your premises** for the purpose of **your business**;
3. **damage** to any property at **your** suppliers' and customers' premises that are within the **United Kingdom**; or
4. accidental failure of **your** supply of electricity, gas, water or telecommunication services

and as a result the **business** carried on by **you** at the **premises** is interrupted or interfered with then **we** will pay **you**;

1. the resulting reduction in **revenue** and/or **increased cost of working**; and
2. the resulting **additional cost of working**.

However,

1. **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional cost of working** if a sum insured for this is shown in **your schedule** and only in respect of the **premises** shown against that sum insured.
2. where **your** business has been interrupted or interfered with following **damage** to property at the **premises**, **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional cost of working** if:
 - (a) **we** have paid **you** (or admitted liability) for **damage** to the property under the **Property Section** of **your policy** or would have done so but for the **deductible** under that Section of cover, or
 - (b) if **you** do not own and are not responsible for insuring the **premises** or property, **we** would have paid **you** (or admitted liability) if the **premises** or property had been insured under the **Property Section** of **your policy**.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with **your business** at **your premises** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and continues until the expiration of the period of insurance.

Basis of Settlement

In calculating the amount to be paid, all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents, as closely as possible, the results which would have been expected if the **insured event** had not occurred.

Revenue

The amount **we** will pay **you** for reduction in **revenue** is the amount the **revenue** falls short, during the **indemnity period**, of the **standard revenue** as a result of the **insured event**.

Increased Cost of Working

The amount **we** will pay **you** for **increased cost of working** is the additional amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the reduction in **revenue** which would have occurred

during the **indemnity period** as a result of the **insured event** had that money not been spent. However, **we** will not pay **you** more than the loss of **revenue** avoided by spending that additional money.

Additional Cost of Working

The amount **we** will pay **you** for **additional cost of working** is the amount of money, necessarily and reasonably spent, in order to avoid or diminish the reduction in **revenue** which would have occurred during the **indemnity period** as a result of the **insured event** had that money not been spent.

Savings

If any of the charges or expenses of the **business** cease or reduce in consequence of the **insured event** the amount of the savings during the **indemnity period** will be deducted from the amount **we** pay **you**. However, this will not apply to any payment for **additional cost of working**.

Average

If, at the beginning of the **insured event**, the sum insured shown in **your schedule** is less than the **annual revenue** (or, if the maximum cover period shown in the policy schedule exceeds 12 months, a proportionally increased amount) the amount **we** pay **you** will be reduced in the same proportion. However, this will not apply to any payment for **additional cost of working**.

Professional Accountants' Charges

In addition **we** will also pay **you** for reasonable professional accountants' charges for producing any particulars or details from **your** business books or any other proofs, information or evidence **we** may require under Claims Condition 3 including that the proofs, information or evidence are in accordance with **your** business books or documents.

Alternative Trading

If, during the **cover period**, the services provided by **your business** are provided from somewhere other than the **premises**, either by **you** or on **your** behalf, the money paid or payable in respect of those services provided will be taken into account in arriving at the reduction in **revenue** during the **cover period**.

Reinstatement of Loss

In the event of a loss covered by this Section of cover the sum insured will not be reduced by the amount of that loss provided **you**:

1. pay any appropriate additional premium **we** may require; and
2. comply with any reasonable requirements **we** may require to prevent any further loss.

Exclusions

We will not pay **you**:

1. for any loss resulting from **damage** caused by the deliberate act of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services other than loss resulting from any subsequent **damage** which in itself is not excluded under this Section of cover.
However, this exclusion shall not apply if the withholding by the supplier is:
 - (a) for the sole purpose of safeguarding life;
 - (b) for protecting any part of the supplier's system; or
 - (c) a result of a scheme of rationing due to **damage** to the supplier's premises.
2. for any loss resulting from accidental failure of **your** supply of electricity, gas, water or telecommunication services:

- (a) which does not involve a lack of supply for at least 24 consecutive hours; and
 - (b) which is caused by strikes, labour or trade disputes, or drought.
3. if for any loss:
- (a) the **business** is wound up, permanently discontinued, **you** become bankrupt or the **business** is carried on by the liquidator(s);
 - (b) **your** interest ceases other than by death;
4. in consequence of loss, distortion, corruption or erasure of **programs** or **data** recorded on **media** unless the accidental loss, distortion, corruption or erasure of **programs** or **data** itself results from other insured **damage** to property used by **you** and is not otherwise excluded;
5. for any loss which could be covered under any other Section of **your policy**.

Conditions

1. Value Added Tax Clause

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in **your policy** shall be exclusive of that tax.

2. Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded.

3. Reasonable Precautions

You will:

- (a) maintain a backup copy of the current version at a location other than the **premises** where the **media** on which the **programs** are recorded is located; and
- (b) maintain a weekly full system backup of **data** at a location other than the respective **premises** where the **media** on which the **data** is recorded is located.

Money Section

Special Provision Applying to Part A and Part B - Period of Insurance

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance, unless agreed otherwise by **us**.

Limit of Liability and Deductible Applying to Part A and Part B

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** or **your business** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Part A - Money

Cover

We will pay for loss incurred by **you** resulting from **damage** to:

1. **money**;
2. any cash carrying case or bag following theft of **money** or any attempted theft;
3. any safe, strongroom or franking machine following theft of **money** or any attempted theft; and
4. clothing and personal effects belonging to **you** or any of **your** directors, partners or **employees** following theft of **money** or any attempted theft

that occurs during the period of insurance.

Conditions

You will comply with the following:

1. keep a record of **money** and keep it in a secure place other than in the safe(s) or strongroom(s) containing the **money**;
2. outside **business hours**, the safe(s) or strongroom(s) will be locked and the keys will not be left on the **premises** or **film site** unless the **premises** or **film site** is occupied by **you** or an authorised **employee**, in which case the keys will be deposited in a secure place not in the vicinity of the safe(s) or strongroom(s);
3. maintain the following minimum standards of precaution for the safety of **money** at all times;
 - (a) vary the times of repetitive transits routes and conveyances used as much as possible; and
 - (b) all people engaged in the carrying of **money** will be able-bodied adults.

Exclusions

We will not cover loss directly or indirectly arising out of, contributed to by or resulting from:

1. shortages due to clerical or accounting errors;
2. loss due to the fraud or dishonesty of any of **your** directors, partners or **employees** more specifically insured by any other policy or policies except for any excess beyond the amount payable under the other policy or policies;
3. loss of **money** from vending machines, gaming machines or automated money operated machinery;
4. loss resulting directly or indirectly from forgery, fraudulent, alteration or substitution or fraudulent use of a computer or electronic transfer;
5. loss arising from depreciation in value or due to dishonoured cheques;
6. loss suffered as the result of a **business** transaction; or
7. **money** left in unattended vehicles.

Part B - Personal Accident (Assault)

Cover

We will pay **you** the amount of the benefit specified in **your schedule** for the **contingencies** happening to **your** directors, partners or **employees** as a result of theft of **money** or attempt thereat arising in the course of the **business** occurring during the period of insurance.

Conditions

1. The insurance applies only to people between the ages of 16 and 70 years;
2. Benefit cannot be paid under more than one of the **contingencies** 1 to 3 and 5 in connection with the same injury;
3. Payment of a claim under one of the **contingencies** 1 to 3 and 5 will end the cover granted in so far as it applies to the insured person concerned;
4. The benefit under contingency 4 shall not be payable for more than 104 weeks for any one injury calculated from the date of commencement of disablement;
5. If and when the benefit becomes payable under any of **contingencies** 1 to 3 or 5, weekly benefit being paid in connection with the same injury will cease and any weekly benefit already paid under contingency 4 will be deducted from the benefit payable under **contingencies** 1 to 3 or 5;
6. All certificates, information and evidence required by **us** shall be furnished at **your** expense and shall be in the form as **we** may prescribe. An insured person as often as required shall submit a medical examination on behalf of **us** at their own expense for any alleged bodily injury. If an insured person dies, **we** will be entitled to have a post-mortem examination at our own expense.

Terrorism Insurance Section

1. Damage Only

Cover

We will pay for:

- (a) loss resulting from **insured persons** being necessarily prevented by their death or injury from commencing, continuing or completing their respective duties or performances in a **production**; or
- (b) **damage** to property (whether **your** property or not)

caused by an **act of terrorism** which occurs during the period of insurance anywhere in the **geographical limits** other than within the **excluded territories**.

We will pay **you** for such loss or **damage**, additional **production costs** and business interruption costs in accordance with the provisions of the insurance provided under **your Cast Section, Media Section, Extra Expense Section, Property Section, Property of Others Section** and **Business Interruption Section**.

Our liability shall not exceed the limit of liability applying to each Section.

Conditions

- 1. In any action, suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this Section the burden of proving that such **damage** or loss is covered is upon **you**.
- 2. The Cover provided by this Section is not subject to any exclusion of **your policy sections** and of **your policy** relating to causes of **damage** other than as stated in the exclusions to this Section.
- 3. The Cover provided by this Section is subject to all the terms and conditions of **your policy sections** and of **your policy** (and which shall include but not limited to the application of any applicable **deductible** stated) except as expressly varied.

Exclusions

We will not cover:

- 1. loss or **damage** directly or indirectly caused, occasioned by, happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 2. any loss whatsoever directly or indirectly caused, contributed to, arising from, occasioned by or resulting from:
 - (a) loss or **damage** to any computer, other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such loss or **damage** is caused by **virus or similar mechanism, hacking, phishing or denial of service attack**; or
 - (b) interruption to or interference with the **business** directly or indirectly caused by or arising from **virus or similar mechanism, hacking, phishing or denial of service attack**.

2. Non Damage

Cover

We will pay for loss incurred by **you** resulting from additional **production costs** in accordance with the provisions of the insurance provided under **your Cast Section** and **Extra Expense Section** from:

- (a) an **act of terrorism** anywhere in the **geographical limits** other than within the **excluded territories** which does not result in or cause loss to **insured persons** or **damage** to property;

- (b) the threat of an **act of terrorism** anywhere in the world other than within the **excluded territories** provided that **we** will only provide this insurance under paragraph 2 (b) of Cover if:
- (i) such threat of an **act of terrorism** is confirmed by local or national governmental authorities (including any police force); and
 - (ii) such threat of an **act(s) of terrorism** must have posed a real risk of **damage** to property and/or actual bodily injury had the **production** proceeded whether or not such threat of an **act of terrorism** subsequently is established to have been real or hoax.

Our liability shall not exceed the limit of liability applying to each Section.

Conditions

1. In any action, suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this Section the burden of proving that such **damage** or loss is covered will be upon **you**.
2. The insurance by this Section is subject to all the terms, conditions and exclusions of the Sections of **your policy** to which the Cover under this Section applies and of **your policy** (and which shall include but not limited to the application of any applicable **deductible** stated) except as expressly varied.

Exclusions

We will not cover any loss whatsoever directly or indirectly caused by, contributed to, arising from, occasioned by or resulting from:

- (a) loss or **damage** to any computer, other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether your property or not where such loss or **damage** is caused by **virus or similar mechanism, hacking, phishing or denial of service attack**; or
- (b) interruption to or interference with the **business** directly or indirectly caused by or arising from **virus or similar mechanism, hacking, phishing or denial of service attack**.

Employers' Liability Section

Limit of Indemnity

The limit of indemnity for any one **event** is stated in **your schedule**.

Period of Insurance - Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance, unless agreed otherwise by **us**.

Cover

1. Employers' Liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from **injury** sustained by any **employee** whilst employed in or temporarily outside their country of residence.

Provided always that:

- (a) the **injury** is caused during the period of insurance shown in **your schedule**;
- (b) the **injury** arises out of and in the course of the **employee's** employment by **you** in connection with **your business**; and
- (c) the action for damages is brought against **you** under the jurisdiction of a court within the European Union.

We will also pay:

- (a) **your costs and expenses** resulting from the claim;
- (b) **your** solicitor's fees that **we** agree to in writing for:
 - (i) **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
 - (ii) **your** representation at a coroner's court or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

The most **we** will pay for any damages and costs awarded against **you** including all **costs and expenses** arising from any one **event** is the limit of indemnity shown in **your schedule**.

2. Compensation for Court Attendance

If at **our** request:

- (a) any of your directors or partners; or
- (b) any **employee**

attends a court as a witness in connection with a claim, **we** will pay **you** the following amounts:

- (a) for any director or partner EUR 500 per day
- (b) for any **employee** EUR 250 per day

for each day on which attendance is required.

3. Health and Safety at Work

We will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of any health and safety at work legislation committed or alleged to have been committed in the course of **your business**.

We will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in **your policy schedule** is EUR 250,000. This amount is inclusive of and not additional to the amount **we** will pay under 1. Employers' Liability.

We will not pay **you** if the proceedings relate to the health, safety and welfare of anyone other than an **employee**.

4. Unsatisfied Court Judgments

We will at **your** request pay an **employee** or their personal representative the amount of any award following a judgement which has been obtained for **injury** against any company, partnership or person operating from premises within their country of residence and which remains unpaid six months after the date of the judgement.

Provided always that:

- (a) there is no appeal outstanding;
- (b) the **injury** was sustained during the period of insurance shown in the **your schedule** by the **employee** whilst working in connection with **your business**;
- (c) the judgement was obtained in a court within the jurisdiction of their country of residence; and
- (d) the **employee** or their personal representative assigns the judgement to **us**.

We will only pay the amount of the award that remains outstanding.

5. Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

We will pay **you** for all costs of legal representation incurred with **our** written consent for:

- (a) the defence of any criminal proceedings; or
- (b) an appeal against conviction arising from the proceedings

brought against **you** for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation) or similar legislation committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

- (a) in relation to any appeal counsel has advised there are strong prospects of the appeal succeeding;
- (b) the proceedings relate to the death of an **employee**;
- (c) the indemnity will not apply to:
 - (i) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion will not apply where death is caused by the way in which the **business** is managed or organised by **you** and amounts to a gross breach of a relevant duty of care owed by the **you** to the deceased;
 - (ii) fines or penalties of any kind;
 - (iii) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance, or where but for the existence of this extension indemnity would have been provided by the other source or insurance; or

- (iv) the financial limit of **our** liability under this extension to the **Employers' Liability Section** and any equivalent extension to the **General Commercial Liability Section** shall not exceed in the **aggregate** EUR 1,000,000 for all acts or omissions committed, or alleged to have been committed, during the period of insurance and shall be in addition to the amount of the limit of indemnity stated in **your schedule**.

6. Private Duties

Business extends to include the execution of private duties undertaken with **your** consent by any **employee** for any of **your** directors, partners or senior officials.

Conditions

1. If the Cover provided by this Section of cover is cancelled then any certificate of Employers' Liability Insurance issued under **your policy** is similarly cancelled from the same date.
2. The Cover provided by this Section of cover is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the **United Kingdom** or **your** country of residence but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay under the terms of **your policy** but for the provision of such law.

Exclusions

We will not be liable to indemnify **you** for:

1. any amount payable under worker's compensation, social security or health insurance legislation and where there is a legal requirement to effect worker's compensation insurance for **injury** sustained by any **employee**. Provided that this exclusion shall not apply for any compensation, recovery unit payments that may be required by the United Kingdom Social Security Acts 1989 and 1990 or any other related amendment or similar legislation;
2. any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation or similar legislation;
3. where **you** have a right to payment under any other insurance. However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance;
4. **your** legal liability for **injury** to any **employee** whilst on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation; and
5. the amounts stated in **your schedule** as a **deductible** for any one **event**.

General Commercial Liability Section

Limit of Indemnity

The limit of indemnity for any one **event** is stated in **your schedule**.

Period of insurance - Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance, unless agreed otherwise by **us**.

Cover

Public Liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from:

1. **injury** to any person;
2. **damage** to material property including resultant loss of use of such property;
3. wrongful arrest, imprisonment or eviction of any person; or
4. trespass, nuisance or any interference with right of way by foot, air or water

happening during the period of insurance and in connection with **your business**.

We will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the limit of indemnity then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.

We will pay **your** solicitor's fees that **we** agree to in writing for:

1. **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
2. **your** representation at a coroner's court or fatal accident inquiry

provided that the breach, **injury** or death may result in a claim against **you**.

We will not pay **you** under this Section if **your** liability arises in any way from a **product**.

The most **we** will pay for any damages and costs awarded against **you** including all **costs and expenses** arising from any one **event** is the limit of indemnity shown in **your schedule**.

We will not pay the **deductible** for any legal liability arising from **damage** to material property. This must be paid by **you**. The **deductible** applies to **your** legal liability for damages and **costs and expenses** in respect of any one **event**.

Products Liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from:

1. **injury** to any person; or
2. **damage** to material property including resultant loss of use of such property

happening during the period of insurance and occurring anywhere in the world caused by the nature or condition of any **product** initially sold or supplied by **you**.

In addition:

1. **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the limit of indemnity then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced;

2. **we** will pay **your** solicitor's fees that **we** agree to in writing for:
 - (a) **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
 - (b) **your** representation at a coroner's court or fatal accident inquiryprovided that the breach or death may result in a claim against **you**.

The most **we** will pay for any damages and costs awarded against **you** including all **costs and expenses** arising from any one **event** and in the **aggregate** is the limit of indemnity shown in **your schedule**.

Compensation for Court Attendance

If at **our** request:

1. any of **your** directors or partners; or
2. any **employee**

attends a court as a witness in connection with a claim, **we** will pay you the following amounts:

1. for any director or partner EUR 500 per day
2. for any **employee** EUR 250 per day

for each day on which attendance is required.

Health and Safety at Work

We will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of:

1. the Health and Safety at Work Act 1974 or similar legislation;
2. the Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation; or
3. any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the period of insurance shown in **your schedule**.

We will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in **your schedule** is EUR 250,000. This amount is inclusive of and not additional to the amount **we** will pay under:

1. public liability; and
2. products liability.

We will not pay **you** if the proceedings relate to the health, safety and welfare of an **employee**.

Extensions to the Public Liability Cover

The **Public Liability** Section of **your policy** is extended to include the following:

1. Indemnity to Principal

We will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if:

- (a) **you** would have been entitled to payment under this Section of cover (public liability) had the claim been made against **you**; and

- (b) the principal observes, fulfils and is subject to the terms, conditions and exclusions of this **policy** in the same way as **you** are.

2. Damage to Hired or Rented Premises

- (a) Despite Exclusion 3 of this Section, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from **damage** to premises and/or the premises' fixtures and fittings where the premises are hired or rented by **you** for the purpose of **your business**.
- (b) The personal effects (including vehicles and their contents) of any of **your** visitors, directors, partners or **employees**.
- (c) **We** will not pay the first EUR 500 of the damages and costs or **costs and expenses** unless the **damage** results from fire or explosion. This must be paid by **you**.
- (d) **We** will not pay **you** if **your** legal liability arises from a tenancy agreement or any other agreement. However, **we** will pay **you** for any legal liability **you** would have had, had **you** not entered into the agreement.
- (e) **We** will not pay under this Section where any indemnity is agreed by **us** to be provided or has been provided under the **Property of Others Section**.

3. Defective Premises Act

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of:

- (a) Section 3 of the Defective Premises Act 1972 or similar legislation;
 - (b) Section 5 of the Defective Premises (Northern Ireland) Order 1975 or similar legislation; or
 - (c) any legislation amending or re-enacting the above
- in connection with premises which **you** have disposed of.

We will not pay **you** for the cost of rectifying any damage or defect in the premises disposed of.

4. Use of Motor Vehicles that Do Not Belong To You (Motor Contingent Liability)

Despite Exclusion 4 of this Section, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from the use of any motor vehicle being used for the purpose of **your** business and which is:

- (a) not **your** property; and/or
- (b) not provided by **you**.

We will not pay **you** for:

- (a) any **damage** to the vehicle or any property on or in the vehicle;
- (b) any liability resulting from the vehicle being driven by anyone other than an **employee** who holds a licence to drive such vehicle; or
- (c) where the vehicle is being used outside of the United Kingdom.

5. Overseas Liability

The Cover provided by this Section is extended to include **wrongful acts** occurring anywhere in the world in respect of non-manual work.

The Cover provided by this Section is also extended to include **wrongful acts** committed in a personal capacity whilst **you** are outside of **your** country of residence in connection with **your business** but only in respect of **injury** and/or **damage** to material property.

Despite Exclusion 2 of this Section, if an action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada then the most **we** will pay **you** in respect of:

- (a) **your** legal liability for damages and costs awarded against **you**; plus
- (b) **costs and expenses**

is the limit of indemnity.

We will not pay **you** where **your** legal liability arises from the ownership of any land or buildings.

6. Where There is More Than One Insured (Cross Liabilities)

If the **insured** comprises more than one person or entity then the Cover provided by this Section shall be interpreted as if a separate policy had been issued to each person or entity.

However, irrespective of the number of **insureds**, the total amount payable by **us** in respect of all **insureds** shall not exceed the limit of indemnity.

7. Member to Member Liability

If any member of **your**:

- (a) canteen, social, sports or welfare organisations; or
- (b) fire, ambulance, first aid, medical or security services

brings an action for damages against any other member then **we** will pay the member against whom the action is brought in the same way that **we** would pay **you** if the action had been brought against **you**.

However, **we** will only pay the member if they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are.

We will not pay the member if they are entitled to payment under any other insurance.

For the purpose of this extension **we** will regard any guest or voluntary helpers as members.

8. Data Protection Act

Provided that **you** have been accepted and remain registered by the Data Protection Registrar then **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of:

- (a) Data Protection Act 2018 or similar legislation; or
- (b) any legislation amending or re-enacting the Act

in connection with **your business** during the period of insurance shown in **your schedule**.

We will not pay **you**:

- (a) where **your** liability results from **your** deliberate act or omission the result of which could reasonably have been anticipated;
- (b) where **your** liability results from any act of fraud or dishonesty; or
- (c) where **your** liability arises from the recording, processing or provision of data for reward or to determine the financial status of any person.

Extensions to the Products Liability Cover

The Products Liability Section of this **policy** is extended to include the following:

1. Consumer Protection and Food Safety

We will pay **you** for **costs and expenses** arising from the defence of any claim made against **you** which arises from a breach of:

- (a) part II of the Consumer Protection Act 1987 or similar legislation;
- (b) Sections 7, 8, 14 and/or 15 of the Food Safety Act 1990 or similar legislation; or
- (c) any legislation amending or re-enacting the above

committed or allegedly committed in the course of **your business** during the period of insurance shown in **your schedule** including **costs and expenses** in an appeal against conviction.

We will not pay **you** where **your** legal liability arises from **your** wilful, reckless or intentional disregard of **your** duties under these Acts.

Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

We will pay **you** for all costs of legal representation incurred with **our** written consent for:

- 1. the defence of any criminal proceedings; or
- 2. an appeal against conviction arising from the proceedings

brought against **you** for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation) or similar legislation committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

- 1. in relation to any appeal counsel has advised there are strong prospects of the appeal succeeding;
- 2. the proceedings relate to the death of an **employee**;
- 3. the indemnity will not apply to:
 - (a) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion will not apply where death is caused by the way in which the **business** is managed or organised by **you** and amounts to a gross breach of a relevant duty of care owed by the **you** to the deceased;
 - (b) fines or penalties of any kind;
 - (c) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance, or where but for the existence of this extension indemnity would have been provided by the other source or insurance;
- 4. the financial limit of **our** liability under this extension to the **Employers' Liability Section** and any equivalent extension to the **General Commercial Liability Section** shall not exceed in the **aggregate** EUR 1,000,000 for all acts or omissions committed, or alleged to have been committed, during the period of insurance and shall be in addition to the amount of the limit of indemnity stated in **your schedule**.

Special Condition - Abuse

For Cover directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to abuse:

1. the limits of indemnity stated in **your schedule** is the total amount payable in the **aggregate** for all claims during any one **period of insurance** and which amount shall be inclusive of all claimants', defence and prosecution costs and expenses;
2. where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place, the purpose of what constitutes one claim for the provision of indemnity under **your policy** and the application of the **deductible**, all occurrences of abuse suffered by any individual Third Party claimant committed during the period of insurance shall be considered individually as one claim;
3. the insurance provided by the **Public Liability** Section shall not indemnify;
 - (a) any medical or dental practitioner; or
 - (b) any other person who is an insured against any legal liability (and/or prosecution defence costs and expenses in so far as indemnity is provided under the **General Commercial Liability Section**) directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to abuse committed by that individual person which is:
 - (i) dishonest or criminal or fraudulent; or
 - (ii) the result of deliberate wrongdoing or recklessness.

Indemnity shall continue to apply for **your** vicarious liability for such acts of another person but not where abuse arises out of acts or omissions authorised by **you**, at **your** request or with **your** approval where such authorisation, request or approval is dishonest, criminal, fraudulent or results from deliberate wrongdoing or recklessness.

Exclusions

1. Other Insurance

We will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

2. Employers' Liability

We will not pay **you** where **your** legal liability arises in any way from:

- (a) **injury** to any **employee** that results from their employment by **you**; or
- (b) a breach of any obligation **you** owe as an employer to any **employee** or prospective **employee**.

3. Property Damage

We will not pay **you** where **your** legal liability arises in any way from **damage** to:

- (a) property that belongs to **you**;
- (b) property or that part of any property on which **you** or anyone acting on **your** behalf are or have been working where the **damage** is a direct result of the work;
- (c) property that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than:
 - (i) the personal property of **your** directors, partners, visitors or **employees**; or

- (ii) premises (including fixtures, fittings and contents) that are not owned, hired or rented by **you** but are temporarily occupied by **you** for the purpose of **your business**; or
- (d) gardens or plant life.

4. Motor Vehicles

We will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion will not apply:

- (a) when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation);
- (b) to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle; or
- (c) if the vehicle does not belong to **you** and is moved because it is interfering with the performance of **your business** (unless it is more specifically insured by another insurance policy when this exclusion will apply).

5. Professional services

We will not pay **you** where **your** legal liability arises in any way from:

- (a) advice;
- (b) design; and/or
- (c) specification

given or supplied for a fee or where a fee would normally be charged.

6. Clause 21.2.1 Insurance (JCT Standard Form of Building Contract)

We will not pay **you** for **damage** to property if **you** are required to arrange insurance under the terms of:

- (a) clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract or similar contract;
- (b) any later version or substitution of the above; or
- (c) any other contract that requires **you** to obtain similar insurance.

7. Pollution

We will not pay **you** where **your** legal liability arises in any way from:

- (a) **pollution**, and/or
- (b) the cost of removing, treating or cleaning up the **pollution or contamination**.

However, **we** will pay **you** if the **pollution or contamination** occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- (a) the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident;
- (b) the incident takes place in its entirety at a specific time and place during the period of insurance shown in **your schedule**;
- (c) all **pollution or contamination** arising from the incident shall be regarded as having taken place at the time of the incident; and
- (d) all **pollution** arising from the incident shall be regarded as one incident irrespective of the number of periods of insurance over which the **pollution or contamination** occurs.

The most **we** will pay for damages arising out of all **pollution or contamination** regarded as having occurred during any one period of insurance shown in **your schedule** shall not exceed the limit of indemnity.

8. Asbestos

We will not pay **you** where **your** legal liability arises in any way from the:

- (a) manufacture;
- (b) mining;
- (c) processing;
- (d) distribution;
- (e) testing;
- (f) remediation;
- (g) removal;
- (h) storage;
- (i) disposal;
- (j) sale;
- (k) use of; or
- (l) exposure to

asbestos or materials or products containing asbestos.

9. Joint Ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions. **We** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

10. Products

We will not pay **you** for the cost, repair, alteration, removal, recall or replacement of a **product** or for the cost of its reduction in contract value.

11. Contractual Liability

We will not pay **you** under the **General Commercial Liability Section** of cover for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply for damages for **injury** or **damage**:

- (a) if **we** are given the management and control of the claim;
- (b) assumed by you for a specific production which necessitates signing up to standard:
 - (i) studio hiring terms and conditions;
 - (ii) contract terms applying to the hire of property under the **Property Section** of **your policy**; or
 - (iii) where the liability arises out of a condition of warranty of goods implied by law.

12. Crafts and Vessels

We will not pay you for **your** liability arising from the ownership, possession, used by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, vessel or craft (other than non-powered water craft) made or

intended to float on, in or travel through water, air or space. However, **we** will pay **you** for **your** liability arising from any waterborne vessel or craft not exceeding 50 feet in length, other than power boats used for racing.

13. Loss of Information

We will not pay **you** for **your** liability for loss of information or the provision of wrong information in or from computer programmes, tapes, data or recording equipment unless as a direct consequence of **damage** to tangible property.

14. Financial Loss

We will not pay **you** for **your** liability for **financial loss**.

15. Healthcare

We will not pay **you** for **your** liability for **injury** arising from an act or omission in the provision of or failure to provide **health care**. However, this will not apply for **your** legal liability directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to abuse.

16. Watching a Production

We will not pay **you** for **your** liability for **injury** sustained by any person as a result of watching a **production** or in any way related to the subject matter of a **production**.

General Extensions

The following extensions apply where specified on **your schedule** subject otherwise to the terms, conditions and exclusions of **your policy**:

1. Claim Preparation Expenses

If this extension is shown as operative in **your schedule**, we will pay **you** up to the limit of liability for reasonable and necessary expenses we require **you** to incur and that **you** actually incur after a loss to document **your** claim. This extension does not apply to:

- (a) any expenses **you** incur for any insurance agent or broker, public adjuster or attorney or their employees, representatives or consultants; and
- (b) any expenses you incur to prove that a loss or damage is covered.

In the event that a loss triggers more than one Section of Cover that provides for claim preparation expenses, the most that **we** will pay under the **policy** is the limit of liability stated on **your schedule**.

2. Expediting Costs

If this extension is shown as operative in **your schedule**, the following is added to Loss Basis of Settlement under the **Cast Section**, **Media Section** and **Extra Expense Section**:

We will pay **you** additional costs which are reasonably and necessarily incurred by **you** to meet a delivery date of the **production** provided that the additional costs arise from an **event** specified under the Cover clause of the **Cast Section** or the **Media Section** or the **Extra Expense Section**.

Our limit of liability for additional costs covered by this extension will not exceed the limit of liability stated in **your schedule** for any one **event** giving rise to a loss and this amount shall form part of and is not in addition to the amount stated in **your schedule** as the limit of liability in connection with a **production**.

General Exclusions

We will not pay **you**:

1. Breach of Fidelity Exclusion

for loss or damage caused by or resulting from any fraudulent, dishonest or criminal act committed alone or in collusion with others by:

- (a) any **employee**, officer, director, partner, trustee or any other of **your** authorised representatives whether or not such act be committed during regular **business hours**; or
- (b) others to whom the property covered may be entrusted (carriers for hire excepted).

2. Cancellation of Event

for loss **you** sustain as a result of an event or sporting game being interrupted, postponed or cancelled unless agreed in writing by **us**.

3. Cyber Incident

for loss which is directly or indirectly caused by or contributed to or resulting from a **cyber incident**, regardless of any other cause or event, including those by a third party, contributing concurrently or in any other sequence to the claim.

Special Provision - Employers' Liability Section subject otherwise to the terms, conditions and exclusions of **your policy** the Cyber Incident exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the **Employers' Liability Section** where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the **United Kingdom** to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies.

Provided that the limit of indemnity in this respect shall be reduced to EUR 5,000,000 any one **event** inclusive of all claimants' and defence costs and expenses and not for the amount stated in **your schedule**.

If any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

4. Intentional Acts

for **your** intentional acts or acts at the direction of **you**.

5. Lack of Financial Support

for any loss (as defined under any Section) or legal liability directly or indirectly arising from lack of financial support of any kind.

6. Liability Coverages – Terrorism

under the:

- (a) **Employers' Liability Section**;
- (b) **General Commercial Liability Section**

for legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused, occasioned by or arising from an **act of terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism** except to the extent stated in the Special Provision - Employers' Liability Section below.

In any action, suit or other proceedings where **we** allege that by reason of the term **act of terrorism** any legal liability, loss, damage, cost or expense of whatsoever nature is not covered by **your policy** the burden of proving that such legal liability, loss, damage, cost or expense is covered shall be upon **you**.

Special Provision - Employers' Liability Section

Subject otherwise to the terms, conditions and exclusions of **your policy** the terrorism exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the **Employers' Liability Section** where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the **United Kingdom** to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies.

Provided that the limit of indemnity in this respect shall be reduced to EUR 5,000,000 any one **event** inclusive of all claimants' and defence costs and expenses and not for the amount stated in **your schedule**.

If any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

7. Mould

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) mould meaning any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage; or
- (b) any actual, alleged or threat of contact with, exposure to, inhalation of, absorption of, discharge of, dispersal of, seepage of, migration of, release of, escape of, presence of or growth of mould.

8. Property Coverages - Civil Commotion in Northern Ireland

under the **Media Section, Property Section, Property of Others Section** and **Money Section** for any loss, destruction or damage in Northern Ireland directly or indirectly caused or occasioned by, happening through or in consequence of civil commotion.

9. Property Coverages and Cast Coverage Terrorism

under the **Cast Section, Media Section, Extra Expense Section, Property Section, Property of Others Section, Business Interruption Section** and **Money Section** for loss, destruction, damage, cost or expense directly or indirectly caused or occasioned by, happening through or in consequence of an **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to an **act of terrorism**.

In any action suit or other proceedings where **we** allege that by reason of the term **act of terrorism** any loss, destruction, damage, cost or expense is not covered by **your policy** the burden of proving that such loss, destruction, damage, cost or expense is covered shall be upon **you**.

If any part of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.

10. Punitive and other Non-Compensatory Damages

for:

- (a) exemplary damages;
- (b) punitive damages;
- (c) aggravated damages;
- (d) liquidated damages or damages by way of penalty or fine; or

- (e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of (a) (b) (c) or (d) above.

11. Radioactive Contaminations and Sonic Bangs

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) nuclear reaction, nuclear radiation, or radioactive contamination;
- (d) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
- (e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

12. Sanctioned Territories

to provide any benefit under **your policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13. Uninsured Event

to the extent that if any uninsured event occurs before, concurrently with or after the happening of an insured **event** and directly or indirectly causes, or in any way contributes to, cause a loss as defined under the terms of **your policy** then the portion of any such loss so contributed to by the uninsured event shall not be a loss recoverable.

14. War and Confiscation

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, riot, mutiny or usurped power.

Special Provision - Employers' Liability Section

Subject otherwise to the terms, conditions and exclusions of **your policy** the war exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the **Employers' Liability Section** where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the **United Kingdom** to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies.

Provided that the limit of indemnity in this respect shall be reduced to EUR 5,000,000 any one **event** inclusive of all claimants' and defence costs and expenses and not for the amount stated in **your schedule**.

- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation commandeering or requisition by any lawfully constituted authority.

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

General Conditions

These are the conditions that apply to **your policy** as a whole. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** insurance may not be valid.

1. Access to Records and Examination under Oath

We or **our** authorised representatives shall have access to all of **your** accounts, contracts, invoices and records relating to a **production** at all times during the terms of **your policy** or while a claim is pending at a reasonable time and place as may be designated by **us** or our representatives.

You, as often as may be reasonably required, shall submit and so far as within your power cause all other people interested in the **production** and their employees to submit to examination under oath by **us** or **our** representatives.

No examination under oath or examination of books or documents, nor any other act by **us** or **our** representative in connection with the investigation of any claim shall be deemed to waiver of any defence which **we** might otherwise have with respect to any claim, but all examinations and acts shall be deemed to have been made or done without prejudice to **our** liability.

2. Cancellation

You may cancel **your policy** by sending **us** written notice stating when you require the cancellation to be effective. **We** may cancel **your policy** by sending **you** at the address shown in **your policy**, as a last known address, written notice stating when the cancellation will be effective not less than ten days after, except five days written notice will be given when cancellation is for non-payment of premium.

The mailing of the notice will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the period of insurance. Delivery of the written notice either by **you** or **us** will be equivalent to mailing.

In the event **your policy** or a specific coverage is cancelled by either party, the premium for **your policy** or the specific coverage shall be deemed fully earned unless and until **you** submit a financial statement detailing the exact figure for incurred expenses on all budget items used to determine the premium at the time the cancellation has become effective.

If **we** have not paid a claim under **your policy** and there is not a known potential claim or accident, incident or circumstance likely to give rise to a claim under **your policy** **we** will return the difference between the minimum and deposit premium indicated in **your policy** and the adjusted premium. However, should the cancellation be effective before principal photography, **we** will charge twenty percent of the minimum and deposit premium indicated in **your policy**.

3. Conformity to Statute

Terms of **your policy** which are in conflict with the statutes of the state, province or country where **your policy** is issued are amended to conform to these statutes.

4. Contract Terms Requirements

All of the coverages afforded under **your policy** are subject to the provision that where practicable all contract terms for performance, services, use of facilities, property, equipment and supplies are sufficiently longer than **your** original scheduled time for completion of a **production** so as to allow reasonable margin of time to cover possible delay in completing a **production**.

Further, **you** must demonstrate that all material arrangements for the **productions** have been made, including but not limited to, having obtained any required licence or permit.

5. Contracts (Rights of Third Parties) Act 1999

A person, firm, body, corporate or entity who is not the **insured** has no right under the Contracts (Rights of Third Parties) Act 1999 or similar legislation to enforce any term of **your policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6. Currency

Unless expressed to the contrary in **your policy** or **schedule** all premiums, limits of liability, retentions, loss and other amounts under **your policy** are expressed and payable in the currency in which the premium has been paid. If judgment is rendered, settlement is dominated or any other elements of loss under **your policy** is stated in any other currency payment will be made at the spot exchange rate published by the Bank of England on the date the final judgment is rendered the amount of settlement is agreed upon or any other element of loss is due to respectively.

7. Declaration

You agree to declare to **us** the details of the **production** as well as any material increase in the risk and hazards affecting a **production** including but not limited to an increase of the budget or of the number of episodes of a television series.

8. Dispute Resolution

Any dispute which may arise in relation to **your policy** may be submitted to binding arbitration in accordance with the Arbitration Act 1996 or similar legislation.

Arbitration proceedings shall be commenced by the service of an Arbitration Notice upon the other party. Within thirty (30) days of the service of the Arbitration Notice the parties shall agree the appropriate arbitration procedure in any given dispute according to the precise circumstances but in default of agreement the following shall apply:

- (a) the Arbitral Tribunal shall consist of three arbitrators;
- (b) each party may appoint one person as an arbitrator;
- (c) the two party-appointed arbitrators shall be persons with not less than ten years' experience of insurance within the industry or as lawyers or other professional advisers serving the insurance industry. If either party shall fail to so nominate an arbitrator within 30 days of receiving a notice to do so the party not in default shall be entitled to request the President of the Law Society for the time being to appoint an arbitrator on behalf of the party in default;
- (d) once those two arbitrators are appointed, they shall jointly appoint a third arbitrator as chairman of the Arbitral Tribunal;
- (e) the chairman shall be a present or former member of the English Commercial Court Bar with experience in insurance law who has attained the status of Queen's Counsel or equivalent;
- (f) the seat of the arbitration shall be London and the language of the arbitration shall be English;
- (g) the rules for the conduct of the arbitration shall, subject to the provisions of the Arbitration Act 1996 as amended from time to time, be at the discretion of the arbitrators;
- (h) any arbitration proceedings commenced against us shall be served upon the Claims Manager, Professional and Financial Risks, Markel Insurance SE (UK Branch), 20 Fenchurch Street, London, EC3M 3AZ.

9. Due Diligence

You shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or any circumstance likely to give rise to a claim under **your policy**.

10. Financial Interest Coverage

- (a) **Your policy** will not provide coverage for loss:
 - (i) sustained by any **insured**; or
 - (ii) to any property

located in **foreign jurisdiction** to the extent that providing the coverage would violate the laws or regulations of the **foreign jurisdiction**.

- (b) In the event of loss as described in (a)(i) above for which **your policy** would otherwise have provided coverage, **we** will reimburse an insured located in an **authorised jurisdiction** for its loss on account of its **financial interest** in the insured location in the **foreign jurisdiction**.
- (c) In the event of loss as described in (a)(ii) above for which **your policy** would otherwise have provided coverage, **we** will reimburse an insured located in an **authorised jurisdiction** for its loss on account of its **financial interest** in another insured which has an insurable interest in the property.

11. Fraudulent Claims

- (a) If **you** make a fraudulent claim under **your policy**, **we**:
 - (i) will not be liable to pay the claim; and
 - (ii) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - (iii) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.
- (b) If **we** exercise **our** right under clause (a) (iii) 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 **your 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.

12. Increased Hazards

You will immediately notify **us** of any activities, conditions or hazards which to the best of **your** knowledge may materially increase **your** exposure to risks otherwise insured under any Section of **your policy**.

13. Inspection

At any time during the period of insurance or while a claim is pending, **you** will make available to **us** or **our** authorised representatives for inspection, audit or copying all **your** books, papers, files, accounts, contracts, invoices and records (including those of any of **your** agents or brokers) relating to a **production**, at a reasonable time and place as may be designated by **us** or **our** representatives.

14. Jurisdiction

Any indemnity provided by **your policy** for legal liability to pay **compensation** (including claimants costs and expenses) shall operate in accordance with the law of any country. However, with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the limit of indemnity is inclusive of claimants' costs and defence costs and expenses.

Provided that the indemnity provided by the **Employers' Liability Section** where operative will not apply to any action for **compensation** brought against **you** in any court outside the European Union.

15. Multiple Named Insureds

If more than one **insured** is named in **your policy**, the **insured** that is stated first in **your schedule** shall act for every **insured** for all purposes of **your policy**. Knowledge possessed or discovery made by any **insured** shall constitute knowledge possessed or discovery made by every **insured**.

16. No Benefit to Carrier or Bailee

No person or organisation having custody of insured property will benefit from this insurance other than **you**.

17. Non-aggregation

If payment is available under more than one Section of cover the total amount payable under any one Section of cover will be reduced by any amount payable under any other Section of cover.

18. Other Insurance

If there is a loss under **your policy** we will pro rate any loss or expense with any other insurance covering the same loss (other than life insurance) except as provided under the **Property of Others Section**, **Employers' Liability Section** and **General Commercial Liability Section**.

19. Pair Set or Parts

If there is loss or **damage** to:

- (a) any article or articles which are a part of a pair or set, the measure of loss or **damage** to the article or articles shall be a reasonable and fair proportion of the total value of the pair or set giving consideration to the importance of said article or article and the loss or **damage** shall not necessarily be construed to mean total loss of the pair or set; and
- (b) any part of property covered consisting when completed for use of several parts **we** shall only be liable for the value of the part lost or **damaged**.

20. Policy Interpretation

Unless **you** requested and **we** agreed as otherwise stated in **your schedule**, **your policy** will be construed and interpreted in accordance with the law and jurisdiction as shown in **your** Schedule.

21. Premium Adjustment

Where in **your schedule** any Section of **your policy** is shown to be subject to a premium adjustment **you** shall as soon as practicable after the expiry of the period of insurance send to **us** any information **we** may require such as the actual **production costs**, wage roll or turnover. **We** will then adjust the premium subject to any minimum and deposit premium specified on **your schedule**. If the actual premium based on **your** declared figures is more than the premium **you** have paid to **us**, **you** will pay the additional premium to **us**. If the premium is less than the premium **you** have paid to **us** and subject to no claims being paid by **us** under **your policy** and there not being a known potential claim or accident, incident or circumstance likely to give rise to a claim under **your policy**, **we** will return the difference in premium subject to the minimum and deposit premium shown on **your schedule**.

22. Property of Others

For **damaged** property which is not **yours**, **we** may adjust losses with the owners of the lost or **damaged** property. If **we** pay the owners, the payments will satisfy **your** claims against **us** for the owners' property. **We** will not pay the owners more than their financial interest in the insured property. At **our** own expense and within the applicable limits of liability may also elect to defend **you** against suits arising from claims of owners of property.

23. Stop Date Loss

If as a result of delay in completing the original shooting schedule of a **production you** have to honour the termination date contained in a performance contract, the loss (referred to as a stop date loss) is not covered except to the extent that it is directly related to a loss insured under **your policy** as further defined below:

Our participation in a stop date loss will be governed by consideration of the following:

- (a) if the need to incur the stop date loss is solely and directly the result of an insured loss the stop date loss will be recoverable in full;
- (b) if the need to incur the stop date loss arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonably be said that each contributed to the stop date loss then the extent that each contributed shall be determined and an apportionment of the stop date loss shall be made;
- (c) if the need to incur the stop date loss is in no way connected with an insured loss no part of the stop date loss will be recoverable; and
- (d) all coverages afforded by **your policy** under the **Cast Section**, the **Media Section** and the **Extra Expense Section** are subject to the provision that the contract term is sufficiently longer than **your** original scheduled time for completing principal photography so as to allow a reasonable margin of safety (being not less than seven days) to cover possible delay in completing principal photography.

24. Subjectivities

Where subjectivities are shown in **your schedule**, the requested information must be provided by **you to us** in accordance with the timeframe stated in **your schedule**. **We** will review the requested information and advise **you of our** approval, or any reservation, exception or restriction to be applied to **your policy**. Any communication by **us** of an approval or of any reservation, exception or restriction is binding on **you** and automatically forms part of **your policy**, effective from the date **you** provide the requested information. In the event that a claim arises under **your policy** prior to, or simultaneously with, **you** providing the requested information and/or **us** communicating a decision to **you** following receipt of the requested information, **we** reserve the right to treat such a claim in line with the exception or restriction that **we** would have applied absent such a claim arising.

Your failure to provide the requested information within the specified timeframe may lead to **your policy** being amended or cancelled by **us**. The burden of providing the requested information to **us** within the specified timeframe shall be solely upon **you**

25. Subrogation

If in the event of loss, destruction, damage, expense or liability **you** shall acquire any rights of action against any individual, firm or corporation, for loss, damage, expense or liability covered, **you** will if requested by **us** assign and transfer such claim or right of action to **us** or at **our** option execute and deliver to **us** the customary form of loan receipt upon receiving an advance of funds for such loss, damage, expense or liability and will subrogate **us** to or will hold in trust for **us** all such rights of action to the extent of the amount paid or advanced and will permit suit to be brought in **your** name under the direction of **us** and at **our** expense.

Claims Conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under **your policy**.

Our Rights: Investigation, Defence and Settlements

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

1. take over and conduct (including in **your** name) the investigation, defence (including appeals) or settlement of any claim;
2. deduct from any claim an amount equal to any additional future tax relief which may be available to **you** (in respect of which **you** agree to provide all relevant information to verify the available tax relief); and/or
3. prosecute for **our** own benefit any claim for indemnity, damages or otherwise.

At **our** discretion, **we** may at any time pay:

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

in either case after deduction of an amount equal to any additional future tax relief which may be available to **you**.

At **our** discretion, **we** may adjust and coordinate any claim, proceedings or other loss circumstance with **you**. However, **you** are ultimately responsible for the proper apportionment of any payment made under this insurance.

Your Duties in the Event of a Claim

In the event of any circumstance arising that may result in a claim under **your policy**, written notice containing:

1. details sufficient 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.

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

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

You co-operate with and provide all required assistance to **us** and, at **our** request and in accordance with **our** instructions, shall:

1. assist in negotiating or concluding settlements;
2. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to **you** because of injury or damage with respect to which insurance is afforded;
3. to the extent that **we** have not already deducted an amount equal to additional future tax relief, take all reasonable steps to claim and account to **us** for the appropriate share of any such tax relief to which **you** are entitled; and
4. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

Business Interruption

You must, at **your** expense:

1. give **us** in writing the details of **your** request for payment within one month (or within any other further time that **we** agree to) of the expiry of the **cover period**; and
2. give **us your** books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **we** request together with (if **we** ask) a statutory declaration of the truth of the claim and anything connected with it.

If **you** fail to do this **your** claim under the **Business Interruption Section**, may not be covered or the amount **we** pay **you** may be reduced.

General Definitions

Wherever the following words appear in **bold** in **your policy** they will have the meanings shown below:

Act of Terrorism

The term "**act of terrorism**" means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Action Motor Vehicles

The term "**action motor vehicles**" means cars, motorcycles or other motorised conveyance to be used or being used in front of camera as part of a **production** and production vehicles as declared to and agreed by **us** but excluding stunt vehicles.

Actual Cash Value

The term "**actual cash value**" means the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

Additional Cost of Working

The term "**additional cost of working**" means additional costs. This includes, but is not limited to:

- (a) the cost of moving to and from temporary premises and the additional rent, rates and taxes
- (b) the cost of equipping temporary premises and the resulting additional rent, rates and taxes
- (c) the additional cost of lighting, heating and water
- (d) the cost of additional staff and overtime and allowances to existing staff

Administration of Medicines

The term "**administration of medicines**" means the care, storage and administration only of pre packaged doses of drugs or medicines by **your** employed nurse in accordance with the instructions of the health care professional responsible for prescribing the drug or medicine but this shall not include the administration of injections other than for **first aid**.

Aggregate

The term "**aggregate**" and "**aggregated**" means the total amount **we** will pay in the period of insurance.

Annual Revenue

The term "**annual revenue**" means the **revenue** during the 12 months immediately before the **start** of the **insured event**.

Authorised Jurisdiction

The term "**authorised jurisdiction**" means a country or jurisdiction in which **we** are licensed or otherwise authorised to provide this insurance.

Bereavement

The word "**bereavement**" means emotional distress suffered by any **insured person** as a consequence of the death of, or unexpected life threatening illness of or life threatening accident of their **immediate family member** occurring after the date that **we** have accepted the **insured person** for cover.

Business

The term "**business**" means **your** business activities and/or relating to a **production** carried out by **you** within the **geographical limits** and shall include:

- (a) the ownership and/or occupancy of premises by **you**;
- (b) the provision and management by **you** of catering sports, social welfare and educational organisations, fire, first aid, medical, dental, ambulance and security services.

For the purposes of the **Property Section** Cover 4, **computer and telecommunication equipment**, the **Business Interruption Section** and the **Money Section**, the word "**business**" means the business activities carried out by **you** at the **premises**.

Business Hours

The term "**business hours**" means the period during which **your** directors, partners or **employees** entrusted with **money** for the purpose of the **business**.

Compensation

The term "**compensation**" means compensatory damages imposed by law including interest which may be awarded on such damages.

Computer and Telecommunication Equipment

The term "**Computer and Telecommunication Equipment**" means computers, telecommunication equipment, mobile/cellular telephones, laptops, notebooks, tablets, pagers and other similar hand held communication devices.

Computer System

The term "**computer system**" means any **computer and telecommunication equipment**, hardware, software, application, process, code, programme, information technology and communications system or electronic device owned or operated by **you** or any other party, including any similar system or any configuration or networking of the aforementioned. This includes any associated input, output or data storage device, networking equipment or back up facility.

Contingencies

The term "**contingencies**" means bodily injury caused by violent, accidental, external and visible means resulting directly, solely and independently of other causes in:

1. Death;
2. Permanent loss of all sight in one or both eyes;
3. Loss of one or more limbs;
4. Temporary total disablement from engaging in or giving attention to an insured persons profession or occupation commencing within 12 calendar months of bodily injury; or
5. Permanent and total disablement (other than by **loss of limbs** or sight) which on the expiration of 104 weeks from the date of the bodily injury shall permanently and totally disable an insured person from following or engaging in or giving attention to any kind of profession or occupation.

Noted 1. 2. and 3. occurring within twenty four months of bodily injury.

Costs and Expenses

The term "**costs and expenses**"

1. legal costs and expenses incurred
2. by **us**, or
3. by **you** (provided we have agreed with **you** in writing that **you** may incur these costs and expenses)

but does not include:

1. damages and costs awarded against **you**; or
2. any kind of payment for work or service due to **you**.

Cyber Incident

The term "**cyber incident**" means any incident or series of incidents, regardless of time and place, and/or the threat or hoax thereof, involving the use or operation of any **computer system** or the access to, processing, transmission, storage or use of any **data** (including any reduction in or loss of ability to perform these functions, or any error or omission or accident in respect of any **computer system** or **data**), including an act or series of acts of an unauthorised, malicious or criminal nature.

Damage or Damaged

The term "**damage**" or "**damaged**" means physical loss of or destruction of or damage from any external cause except as excluded.

Data

The term "**data**" means facts, concepts and/or information converted to a form useable in **your** computer operations, owned, leased or rented by **you** or for which **you** are legally responsible.

Under the **Property Section** Cover 4. **computer and telecommunication equipment** data shall not include images or sounds relating to a **production**.

Deadlines

The term "**deadlines**" means any schedule deadlines, delivery dates, release dates, air dates or any other completion date.

Deductible

The term "**deductible**" means the amount for which **you** are responsible.

The **deductible** shall form part of the amount of the limit of liability or limit of indemnity or any other limit applying to any Section.

Should any one single **event** give rise to claims under more than one Section of the **policy**, we will apply only one **deductible**, being the highest of the **deductibles** applicable to any Section under which a claim arising out of the **event** will be paid.

Denial of Service Attack

The term "**denial of service attack**" means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of service attacks** include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Digital Media

The term "**digital media**" means digital devices used to record or store images or sounds including but not limited to computer disks and digital tapes.

Employee

The term “**employee**” means any person who is or was, or who may become at some time in the future:

1. under a contract of service or apprenticeship with **you**;
2. under a work experience or similar scheme;
3. supplied to **you**;
4. hired in or borrowed by **you**;
5. a self-employed person;

and who is working for **you**:

1. under **your** direct control in connection with your **business**; and
2. for the **Employers Liability Section** they are normally resident in the country in which **you** reside or employed by **you** under a contract of employment governed by the laws of the country in which **you** reside.

Equipment

The term “**equipment**” means cameras, camera equipment, sound and lighting equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment, mobile dressing room and honey wagon trailer units and similar equipment used for the purpose of filming .

Excluded Territories

The term “**excluded territories**” means the following territories:

Afghanistan, Algeria, Angola, Azerbaijan, Bahrain, Bosnia & Herzegovina, Burkina Faso, Burundi, Chechnya, Congo, Democratic Republic of Congo, East Timor, Ecuador, Egypt, Eritrea, Ethiopia, Guinea Bissau, India, Ingushetia, Iran, Iraq, Israel, Kosovo, Lebanon, Liberia, Macedonia, Nepal, Pakistan, Palestine, Peru, Rwanda, Saudi Arabia, Serbia, Sierra Leone, Somalia, Sudan, Sumatra, Syria, Turkey and Yemen.

Event

The term “**event**” means an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under **your policy**.

Film Sites

The term “**film sites**” means permanent buildings, demountable and relocatable buildings and motor homes which **you** own, occupy or are responsible for and the sites of filming within the **geographical limits** in connection with a **production**.

Financial Interest

The term “**financial interest**” means an insurable interest in an insured because of:

1. sole ownership of or a majority ownership interest in the entity;
2. indemnification of or an obligation to indemnify the entity for loss sustained by the entity; or
3. an election or obligation to obtain insurance the entity.

Financial Loss

The term “**financial loss**” means financial loss unaccompanied by either:

1. **injury**; or
2. **damage** to material property including resultant loss of use of such property.

First Aid

The term “**first aid**” means emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person, by an **employee** or **your** volunteer worker in the course of carrying out their duties when undertaking **your business**.

Foreign Jurisdiction	The term " foreign jurisdiction " means a country or jurisdictions in which we are not licensed or otherwise authorised to provide this insurance.
Geographical Limits	The term " geographical limits " means the geographical locations which are covered under your policy and stated in your schedule .
Hacking	The term " hacking " means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether your property or not.
Healthcare	<p>The term "health care" means health care (but not first aid or the administration of medicines) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members.</p> <p>Such members shall include but not be limited to:</p> <ol style="list-style-type: none"> 1. medical and dental practitioners; 2. nurses; 3. midwives; 4. ambulance personnel; or 5. professions allied to medicine.
Immediate Family Member	The term " immediate family member " means mother, father, stepmother, stepfather, grandmother, grandfather, sister, brother, stepsister, stepbrother, spouse (including common-law spouse or same sex partner), child, stepchild, (including the child or stepchild of a common-law spouse or same sex partner), adopted child, foster child, grandchild, half-sister or half-brother subject to the immediate family member being less than seventy five years of age at the date the insured person is declared to and accepted by us.
Imminent Cause of Loss	<p>The term "imminent cause of loss" means a loss that is:</p> <ol style="list-style-type: none"> 1. immediately certain to occur and for which reasonable alternative arrangements could not have been made nor could the necessity for alternative arrangements have been foreseen; 2. accidental, unexpected and for which reasonable precautions in light of known conditions could not have been taken or foreseen; and 3. expected to cause more than minor damage and for which the expenses incurred to avoid or minimize loss can be reasonably expected to avoid or reduce loss or damage otherwise covered under your policy.
Increased Cost of Working	The term " increased cost of working " means the additional amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the reduction in revenue which would have occurred during the indemnity period as a result of the insured event had that money not been spent.
Indemnity Period	<p>The term "indemnity period" means the period beginning when the damage occurs and ending when the results of the business cease to be affected by the damage but not exceeding the maximum indemnity period as shown in your schedule.</p> <p>For the Property Section Cover 4, computer and telecommunication equipment "indemnity period" means the period beginning with the</p>

occurrence of an **insured incident** and ending not later than the last day of the period as specified in **your schedule** during which the results of the **business** shall be affected in consequence of the **insured incident**.

Injury

The term "**injury**" means:

1. bodily injury;
2. psychiatric injury;
3. illness;
4. disease; or
5. death.

Insured Event

The term "**insured event**" means:

1. **damage** to property at the **premises** that is used by you for the purpose of your **business**;
2. **damage** to any property in the area near or surrounding **your premises**, but in no event more than one mile from the **premises** which prevents **you** using, entering or exiting **your premises** for the purpose of **your business**;
3. **damage** to any property at your suppliers' and customers' premises that are within the country in which **you** reside; or
4. accidental failure of your supply of electricity, gas, water or telecommunication services.

Insured Person

The term "**insured person**" means any person designated for insurance, declared to and accepted by **us** in writing, unless agreed otherwise by **us** and who is appearing or contracted to work on a **production**.

Kidnapping

The term "**kidnapping**" means the involuntary taking and holding of any **insured person** by others.

Library Stock

The term "**library stock**" shall mean film and or video tapes and or **digital media** used in a **production** and for which **you** have legal responsibility.

Loss of Limb

The term "**loss of limb**" means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg.

Media

The term "**media**" means

1. raw or exposed film (developed or undeveloped);
2. video tapes;
3. **digital media**;
4. sound tracks and tapes; and
5. colour transparencies, reels, art work and drawings;

when such **media** is used or to be used in connection with a **production**.

For the **Property Section** Cover 4. **computer and telecommunication equipment**, the term "**media**" means solely the materials on which **data** and/or **programs** are recorded.

Money

The term "**money**" means current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro drafts and payment orders, securities for money, travellers cheques, crossed warrants, bills of exchange, current postage, revenue and national insurance stamps, stamped national insurance cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, debit/credit/card charge card sales, vouchers, luncheon vouchers, trading stamps, VAT input documents, travel tickets, travel warrants, authenticated travel certificates, telephone paycards and consumer redemption vouchers.

Office Contents

The term "**office contents**" means business and personal property usual to the office occupied by **you** including;

1. furniture;
2. fixtures and fittings other than landlord's fixtures and fittings;
3. tenants improvements, alterations and decorations;
4. office equipment and supplies;
5. personal property of visitors up to a limit of EUR 1,000 each **event** and EUR 10,000 for all **events** in the **aggregate**;
6. bicycles up to a limit of EUR 1,000 any one bicycle and EUR 3,000 for all **events** in the **aggregate**; or
7. locks or lock mechanisms and keys for doors and windows necessary to maintain the **premises**, safes and strong rooms contained in the **premises** resulting from an accidental loss of keys occurring within the territorial limits and where there is reasonable evidence that such keys have been copied by an unauthorised person subject to a limit of liability EUR 2,500 any one **event** and EUR 5,000 in the **aggregate**.

Phishing

The term "**phishing**" means any access or attempted access to data or information made by means of misrepresentation or deception.

Policy

The term "**policy**" means **your policy** document comprising its **General Definitions**, **General Conditions** and **General Exclusions** and the Sections stated as operative in **your schedule** and any applicable schedule and endorsement.

Pollution or Contamination

The term "**pollution or contamination**" means:

1. all pollution or contamination of buildings, or other structures, or water, or land, or the atmosphere; and
2. all **damage** or **injury** directly, or indirectly, caused by such pollution or contamination.

Premises

The term "**premises**" means buildings with their grounds at the addresses described in **your schedule** forming part of **your policy**.

Pre-Existing Conditions

The term "**pre-existing conditions**" means any health condition which an **insured person** knew about, or ought reasonably to have realised they were suffering from, or from which they had a history of suffering, on or before the date on which they were contracted to work on the **production**.

Product

The term "**product**" means:

1. any goods or products; or
2. the containers, labelling and instructions provided in connection with the goods or products;

that are:

- (a) sold;
- (b) supplied;
- (c) processed;
- (d) installed;
- (e) serviced;
- (f) repaired;
- (g) altered;
- (h) treated; or
- (i) renovated

by **you** or on **your** behalf.

Production

The term "**production**" means the production title as stated in **your schedule** or television productions, series of television episodes, animation productions, webcasts, virals, music videos or other production on film, tape or **digital media** that starts its pre-production within the period of insurance.

Production Cost

The term "**production cost**" means all costs chargeable directly to a **production** and which have been submitted to us including pre-production costs and the amount of overhead as may be declared by **you** at the time of the declaration of the **production**.

It also includes any loss paid under the **Cast Section, Media Section** or **Extra Expense Section** of **your policy**, provided that the costs of:

1. the underlying rights and materials including story, scenario, music rights, sound rights, royalties;
2. permanent sets, owned wardrobe, owned props, owned equipment;
3. premiums paid for this insurance **policy**, interest paid on loans and personal property taxes; or
4. deferments; or
5. talent services or facilities provided by others that are not included in **your** budget for a **production**

shall not be included.

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

Programs

The term "**programs**" means a sequence of instructions given to a computer which are either purchased or written on a custom basis owned leased or rented by **you** or for which you are legally responsible.

Proposal	The term " proposal " means all information provided and all statements or declarations made to us by or on behalf of you .
Props, Sets and Wardrobe	The term " props, sets and wardrobe " means props, sets, scenery, costumes, wardrobe and similar theatrical property.
Protection material	The term " protection material " means a duplicate copy of the completed production on any media that is suitable for the intended release of a production .
Reinstatement of Data	The term " reinstatement of data " means the reinstatement of data following accidental loss, distortion, corruption or erasure of such data .
Reinstatement of Programs	The term " reinstatement of programs " means the reinstatement of programs following accidental loss, distortion, corruption or erasure of such programs .
Renewal Date	The term " renewal date " means the first day immediately subsequent to the expiry of the period of insurance.
Revenue	The term " revenue " means the money paid or payable to you for work or services provided in the course of your business at the premises .
Schedule	The term " schedule " means the document titled schedule or declarations that includes your name and address, the premium and other variables to your policy (including endorsement clauses) and is incorporated in your policy and accepted by you . Schedules may be re-issued from time to time where each successor overrides the earlier document.
Standard Revenue	The term " standard revenue " means the revenue during the period of the same length as the period in the 12 months immediately before the start of the insured event .
Terrorist Act	The term " terrorist act " means an act or acts (whether threatened or actual), the fear of an act, acts of any person or people involving the causing, occasioning or threatening of harm of whatever nature and by whatever means made, claimed to be made in whole or in part for political, religious, ideological or similar purposes.
Third Party	The term " third party " means a person, firm or insurer other than the insured .
Virus or Similar Mechanism	The term " virus or similar mechanism " means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs.
We, Us and Our	The terms " we ", " us " and " our " means the Markel Insurance SE.
Wrongful Acts	<p>The term "wrongful act" means:</p> <ol style="list-style-type: none"> 1. injury to any person; 2. damage to material property; 3. wrongful arrest, imprisonment or eviction of any person; 4. wrongful accusation of shoplifting; and 5. trespass, nuisance or any interference with right of way, by foot, air or water.



You, Your, Yours and Insured

The terms "**you**", "**your**", "**yours**" and "**insured**" means:

1. the person or persons;
2. the firm and all partners and former partners in the firm;
3. the limited liability partnership;
4. the trust;
5. the company
6. named as the policyholder in **your schedule**;
7. the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.

In addition, if **you** request **us** to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of **your policy** as you are:

1. any director or member of the **insured**;
2. any **employee**; and
3. any officer or member of your canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

Complaints Notice

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for **our** customers. If **you** are dissatisfied or have any complaints about **your policy** or the handling of a claim **you** should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone: +44 (0)20 7953 6020

By email: complaints@markel.com

By writing to: Legal, Regulatory & Compliance
Markel Insurance SE (UK Branch)
20 Fenchurch Street
London
England
EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **our** best endeavours to comply with the timeframes set out by **your** local insurance regulator.

A complaint received by Markel Insurance SE (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.

- Complaints will be acknowledged promptly in writing. That acknowledgement will include the name of the person who will be reviewing the complaint and when **you** should expect to receive **our** final response.
- **We** will try to resolve a complaint within the timeframe set out by **your** local insurance regulator and give a written final response, or send an interim response explaining why **we** are not yet in a position to resolve matters.
- If **you** do not receive a final response or, after receiving our acknowledgement of the complaint and **our** final response, **you** are not satisfied with the outcome, **you** may be entitled to refer **your** complaint to your local External Dispute Resolution (EDR) service for review. **We** will provide **you** with the contact details of the EDR who, if eligible, **you** may be able to refer **your** complaint to.

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local resolution service. This process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

Your Data

We are committed to protecting **your** privacy. Insurance involves the use and disclosure of **your** data by various insurance participants such as intermediaries, insurers and reinsurers. If **you** want to know how **we** deal with any data **you** may have provided **us**, please contact **your** agent/broker who will provide **you** with **our** contact details or look online at <http://www.markelinternational.com/foot/privacy-policy/>