

## COMMERCIAL PRODUCER'S PACKAGE INSURANCE WORDING

The Insured, having made to the Insurer a Proposal and declaration which shall be the basis of this contract, and having paid or agreed to pay the premium to the Insurer, the Insurer will provide the insurance indicated in the Coverage Sections during the Period of Insurance stated in the Schedule, or during any subsequent Period of Insurance for which the Insurer may accept payment, subject to the terms conditions and exclusions contained herein or endorsed hereon.

The Policy and the Proposal shall be read as one contract and, unless otherwise stated, any word or expression to which a particular meaning has been given in the General Definitions or specific Coverage Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Coverage Section respectively, and unless the context requires otherwise:

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate.

The coverage afforded by this Policy applies to the production made by the Insured called the Insured Production.

## General Definitions

### 1. **Bodily Injury**

The words 'Bodily Injury' shall mean:-

- (a) death injury disease or illness of any person
- (b)
  - (i) mental injury
  - (ii) mental anguish
  - (iii) shock

that results in a recognisable psychiatric injury.

### 2. **Business**

The word 'Business' shall mean the business activities within the Territorial Limits relating to an Insured Production carried on by the Insured and shall include:-

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

### 3. **Compensation**

The word 'Compensation' shall mean compensatory damages imposed by law including interest which may be awarded on such damages.

### 4. **Deductible**

The word 'Deductible' shall mean the amount for which the Insured is responsible.

The amount of the Deductible shall form part of the amount of the Limit of Liability or Limit of Indemnity or any other limit applying to any Coverage Section.

### 5. **Defined Peril**

The words 'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

### 5. **Digital Media**

The words 'Digital Media' shall mean digital devices used to record or store images or sounds including, but not limited, to memory cards, memory sticks, computer disks and digital tapes.

### 6. **Employee**

The word 'Employee' shall mean any:-

- a) person under a contract of service or apprenticeship with the Insured
- b) labour only sub-contractor or labour master or any person supplied by them
- c) self-employed person providing labour only
- d) person hired to loaned or borrowed by the Insured
- e) person under work experience or similar schemes whilst working directly for the Insured in connection with the Business.

### 7. **Event**

The word 'Event' shall mean an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy.

**8. Injury**

The word 'Injury' shall mean:-

- a) Bodily Injury
- b) false arrest, wrongful detention or false imprisonment or malicious prosecution of any person
- c) wrongful entry or eviction or other invasion of the right of private occupancy.

**9. Insured**

The word 'Insured' shall mean:-

- (a) the entities or persons specified in the Schedule and
- (b) in respect of the Employers' Liability Section and General Commercial Liability Section shall also include, at the request of the Insured, any director partner Employee or volunteer worker of the Insured, in respect of liability for which the Insured would have been entitled to indemnification under this insurance if the claim had been made against the Insured
- (c) the legal personal representative of any party covered hereunder in accordance with paragraph (b) above.

Provided that:

- (i) each party covered hereunder shall observe, fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (ii) the Insurer's aggregate liability to all persons, firms, bodies corporate or entities comprising the Insured and any other party or parties, shall not exceed any of the specified amounts detailed in the Schedule as sums insured or limits of indemnity or the amount of any other limit stated in the Policy.

**10. Insured Production**

The words 'Insured Production' shall mean any advertisement or series of advertisements being made for any one client falling within a single production budget for which the Insured commences production during the period of insurance

**11. Insurer**

The word 'Insurer' shall mean ProSight Syndicate 1110 at Lloyd's

**12. Money**

The word 'Money' shall mean 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/charge card sales vouchers, luncheon vouchers, trading stamps, VAT input documents, travel tickets, travel warrants, authenticated travel certificates, telephone paycards and consumer redemption vouchers.

**13. Period of Insurance**

The words 'Period of Insurance' shall mean the period stated in the Schedule.

**14. Policy**

The word 'Policy' shall mean the Schedule, this policy wording document comprising its General Definitions, Conditions and Exclusions and the Coverage Sections stated as operative in the Schedule and any endorsement applicable thereto.

**15. Production Cost**

The words 'Production Cost', as used in this Policy shall mean all costs chargeable directly to an Insured Production and which have been included in the budget declared by the Insured at the time of the declaration of the Insured Production.

**16. Proposal**

The word 'Proposal' shall mean all information provided and all statements or declarations made to the Insurer by or on behalf of the Insured

**17. Schedule**

The word 'Schedule' shall mean the Schedule to the Policy which provides in summary form the specifics of cover provided herein.

**18. Territorial Limits**

The words 'Territorial Limits' shall mean as specified in the Schedule or substituted by endorsement

**19. Third Party**

The words 'Third Party' shall mean a person, firm or company other than the Insured.

## General Conditions

### 1. Due Diligence

The Insured 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 this Policy.

### 2. Contract Terms Requirements

All of the coverages afforded under this 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 the Insured's original scheduled time for completion of an Insured Production so as to allow a reasonable margin of time to cover possible delay in completing an Insured Production.

### 3. Declaration

The Insured agrees to declare to the Insurer the particulars of the Insured Production as well as any material increase in the risk and hazards affecting any Insured Production

### 4. Misrepresentation and Fraud

This insurance shall be voidable:-

- (a) if the Insured has concealed or misrepresented and/or failed to declare any fact or circumstance material to the insurance or its subject matter or
- (b) if the Insured or anyone acting on behalf of the Insured has committed fraud, attempted fraud or sworn falsely concerning this insurance or its subject matter, whether before or after loss.

If the Insured notifies any claim knowing it to be false or fraudulent as regard amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

### 5. Access to Records and Examination under Oath

The Insurer, or its authorised representatives, shall have access to all accounts, contracts, invoices and records of the Insured relating to any Insured Production at all times during the term of this Policy, or while a claim is pending at such reasonable time and place as may be designated by the Insurer or its representatives.

The Insured, as often as may be reasonably required, shall submit and so far as within their power cause all other persons interested in any such Insured Production and their employees to submit to examination under oath by the Insurer or its representatives

No such examination under oath or examination of books or documents, nor any other act of the Insurer or its representative in connection with the investigation of any claim hereunder shall be deemed to waiver of any defence which the Insurer might otherwise have with respect to any claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Insurer's liability.

### 6. Inspection

The Insurer shall be permitted but not obligated to inspect the Insured's property and operations at any time.

Neither the Insurer's right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others and shall not commit or obligate the Insurer in any manner whatsoever.

## 7. Claims (Duties owed by the Insured)

### Special Definition

The words 'Letter of Claim' where used in this condition shall mean any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated, and includes at least preliminary information as to the nature of the Injury or damage sustained, and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation).

- (a) If circumstances should exist and/or on the happening of any Event which in either case may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Insurer in writing.
- (b) Subject to the provisions set out in sub paragraph (g) below in respect of third party liability claims, any pre-action Letter of Claim should be acknowledged or a preliminary response provided in accordance with and within the time period fixed for that purpose in the relevant protocol issued under the Civil Procedure Rules providing details of this Policy and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the Insurer at the same time.

(For avoidance of doubt in relation to a Letter of Claim in respect of personal injury this is within twenty-one days of receipt).

Following receipt by the Insured of a pre-action Letter of Claim, the Insured shall within forty five days provide to the Insurer copies of all documents records and minutes of meetings necessary to consider the claim fully. The Insured shall also give to the Insurer all such proofs and information with respect to any claim as the Insurer may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto.

- (c) Every writ, summons or claim form, process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Insurer unacknowledged.
- (d) Other than as prescribed in (b), within thirty days (seven days in the case of Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons if insured by this Policy) of any circumstance or Event aforesaid, or such further time as the Insurer may in writing allow the Insured shall give full particulars of the circumstance or event.
- (e) The Insured, if required by the Insurer, shall attend all proceedings and assist the Insurer in the giving of evidence and the attendance of witnesses and shall give the Insurer all information and assistance and do and concur in doing whatever the Insurer may require in connection with any circumstance event or claim.
- (f) The Insured shall bear their own costs and expenses under this condition save to the extent that specific cover is provided within any Coverage Section of the Policy.
- (g) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.

## **8. Time Limitation Suit**

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Insured has fully complied with all the requirements of this Policy, and unless the same be commenced within twelve months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the country within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such country.

## **9 A. Claims (Insurer's rights)**

(a) The Insurer may:-

- (i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate, and the costs incurred by the Insurer in this undertaking shall be subject to any Deductible shown in the relevant Coverage Section Schedule under which the claim is being brought by the Insured, irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim,
- (ii) at its discretion take over and control the legal representation of the Insured at any inquest, inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim. The Insurer shall conduct such representation and defence and settlement of claims as it sees fit so to do. In the event that the Insurer makes any payment, the Insured will on demand pay to the Insurer the amount of the Deductible applicable.

(b) In respect of any applicable specified amounts detailed in the Schedule as Limit(s) of Indemnity or Limit(s) of Liability or the amount of any other limit stated in the Policy, the Insurer may at any time pay to the Insured the amount specified, (less any sum already paid and less the amount of any Deductible stated in the applicable Schedule), or any lesser amount for which any claim or claims can be settled, and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims, except for costs and expenses incurred prior to the date of such payment for which the Insurer is liable hereunder. The Insurer shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Insurer having acted in such a way.

## **B. Protection of Property - Insurer's Rights following a Claim**

On the happening of damage in respect of which a claim is made, the Insurer, and any person authorised by the Insurer, may without thereby incurring any liability or diminishing any of the Insurer's rights under this Policy, enter the premises where such damage has occurred and take possession of, or require to be delivered to the Insurer any property insured hereunder and deal with such property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

## **10. Arbitration**

If any difference shall arise between the Insurer and the Insured as to the amount to be paid under this Policy (liability being otherwise admitted), such difference (provided it does not concern the interpretation of the terms of the Policy), shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

#### **11. Pair Set or Parts**

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

#### **12. Property of Others**

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

#### **13. No Benefit to Carrier or Bailee**

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

#### **14. Subrogation**

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

#### **15. Territorial Limits**

It is understood that this Policy is limited to those territories where it is legally permissible for the Insured to declare and the Insurer to accept such territories.

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimant's costs and expenses), shall operate in accordance with the law of any country provided for in the Schedule, but in respect of Events happening in or claims or legal proceedings brought or originating in the United States of America or Canada, or in any territory within their jurisdiction:-

- i) the liability of the Insured under this Policy in respect of all damages payable together with
  - a. costs and expenses recoverable by any claimant from the Insured
  - b. costs and expenses incurred by the Insurer or by the Insured with the written consent of the Insurer
  - c. the Solicitor's fees incurred with the written consent of the Insurer for representation at any coroner's inquest or fatal accident inquiry or for defending any proceedings in any Court of Summary Jurisdiction

shall not exceed the Limit of Liability stated in the schedule for this Policy,

- ii) regardless of any other provisions of this Policy, this insurance does not apply to punitive or exemplary damages,
- iii) regardless of any other provision of this Policy, this insurance does not apply to liability for pollution (to include, but not limited to, asbestos or mould) in the United States of America.

It is further agreed, that notwithstanding anything herein to the contrary, this clause and insurance provided thereby shall be construed and interpreted in accordance with the Law and the Courts specified in the Schedule alone shall have jurisdiction in any dispute arising hereunder.



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

#### **16. Other Insurance**

In the event of a loss hereunder, this Policy shall pro-rate any loss or expense with any other insurance covering the same loss (other than life insurance).

#### **17. Cancellation**

The Policy may be cancelled by the Insured mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. The Policy may be cancelled by the Insurer by mailing to the Insured at the address shown in this Policy as a last known address written notice stating when not less than ten days thereafter such cancellation shall be effective except that five days written notice will be given by the Insurer when cancellation is for non-payment of premium .

The mailing of such notice shall be sufficient proof of notice and the Effective Date of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

In the event the Policy or a specific coverage is cancelled by either party, the deposit premium for the Policy or the specific coverage shall be deemed fully earned unless and until the Insured submits a financial statement, certified by an independent auditor, approved by the Insurer and indicating the exact figure for incurred expenses on all budget items used to determine the deposit premium at the time the cancellation has become effective.

The Insurer, using the rate on which the deposit premium was determined, shall return the difference between the deposit premium and the adjusted premium or the minimum premium indicated in the Policy or specific Coverage Section, should this minimum premium be greater than the adjusted premium. However, should the cancellation be effective prior to principal photography the earned premium shall amount to twenty percent of the minimum premium indicated in the Policy

#### **18. Conformity to Statute**

Any terms of this Policy which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform to the minimum requirements of such statutes.

#### **19. Contracts (Rights of Third Parties) Act 1999 or any equivalent legislation**

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 equivalent legislation to enforce any term of this Policy, but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act or equivalent legislation.

#### **20. Policy Interpretation**

It is understood and agreed by the Insured and the Insurer that the language of this Policy shall be English and words or phrases in this Policy shall have meanings that should be construed in accordance with English common usage.

#### **21. Choice of Law and Jurisdiction**

Law and Jurisdiction are specifically addressed in the Schedule for this policy. Should this not be completed the following shall prevail:-

The parties to this contract are able to choose the law applicable to this Policy and they agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with English law

Each party agrees (subject as provided in General Condition 16 above) to submit if required to the jurisdiction of any Court of competent jurisdiction within England and to comply with all requirements necessary to give such Court jurisdiction.

## **22. Premium Adjustment**

Where in the Schedule any Coverage Section of this Policy is shown to be subject to a premium adjustment the Insured shall as soon as practicable after the expiry of the Period of Insurance forward to the Insurer such information as the Insurer may require. The Insurer shall thereupon adjust the premium subject to any minimum premium specified by the Insurer in the Schedule

## **23. Multiple Insureds**

If more than one Insured is specified in this Policy, the Insured that is sated first in the Schedule shall act for every Insured for all purposes of this Policy. Knowledge possessed or discovery made by any Insured shall constitute knowledge possessed or discovery made by every Insured

## **24. Additional Insureds**

In respect of the General Commercial Liability Section, this Policy shall include any additional insureds specified in the Schedule as such who shall a party or parties insured only in respect of claims arising out of any actions of the Insured, as specified in the Schedule, but only for any of their own actions in respect of work or services in connection with an Insured Production.

Provided that

- (i) each party insured hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (ii) the insurer's aggregate liability to all persons, firms, bodies corporate or entities comprising the Insured and any other parties shall not exceed any of the amounts specified in the Schedule as Limits of Liability or the amount of any other limit stated in the Policy.

## **25. Term of Coverage**

The operative period of insurance provided by any Coverage Section within the Period of Insurance applicable to the Policy as a whole shall be in accordance with the Term of Coverage as defined in each Coverage Section.

## **26. Differences in Conditions Limits or Excess**

It is agreed that in respect of Insured Productions where a local policy has been arranged, this Policy will respond. However, it will exclude any losses recoverable by any locally arranged policy covering the same interest and subject matter.

## General Exclusions

The Insurer shall not be liable:-

### **1. 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 herein under the terms of this Policy, then the portion of any such loss so contributed to by the uninsured Event shall not be a loss recoverable hereunder.

### **2. Consequential Loss**

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

### **3. NMA0464 War and Civil War (amended)**

for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### **4. NMA1622 Radioactive Contamination (amended)**

a) for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

b) for any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **5. Breach of Fidelity**

for loss or damage caused by or resulting from any fraudulent dishonest or criminal act(s) committed alone or in collusion with others by

(a) any employee officer director partner trustee or any other authorised representative of the Insured whether or not such act(s) be committed during regular business hours or

(b) others to whom the property covered hereunder may be entrusted (carriers for hire excepted).

### **6. Terrorism**

for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Terrorist Act regardless of any other cause or Event contributing concurrently or any other sequence to the loss.

The words 'Terrorist Act' shall mean an act or acts (whether threatened or actual), or the fear of an act or acts of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Terrorist Act.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not insured by this insurance, the burden of proving the contrary shall be upon the Insured.

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

## **7. Punitive and other non compensatory damages**

in respect of

- (a) exemplary damages
- (b) punitive damages
- (c) aggravated damages
- (d) liquidated damages or damages by way of penalty or fine
- (e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of (a) (b) (c) or (d) above.

## **8. Liability Coverages - Asbestos**

in so far as indemnity would otherwise be provided under Coverage Section 7 General Commercial Liability where operative, or any endorsements attaching thereto, in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to:

- (a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person or
- (b) the existence of asbestos in any form.

## **9. Liability Coverages - Mould**

in so far as indemnity would otherwise be provided under Coverage Section 7 General Commercial Liability where operative, or any endorsements attaching thereto, in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to mould, mildew fungus, spores or other micro-organism of any type, nature, or description I, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applied regardless of whether there is:-

- (i) any physical loss or damage to property insured
- (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence
- (iii) any loss of use, occupancy, or functionality, or
- (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns

Notwithstanding any other provisions of this Policy, the Insurer will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (i) to (iv) hereof.

## **10. Date Recognition**

in consequence of

- (a) loss (as defined under any Coverage Section) and or physical loss destruction or damage to property insured under any Coverage Section directly or indirectly caused by or consisting of  
and or
- (b) legal liability of any nature directly or indirectly contributed to by or arising from the failure of any computer or other equipment or system for processing, storing or retrieving

data, whether the property of the Insured or not, and whether occurring before during or after the year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture, save, retain and or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but in respect of paragraph (a) above this shall not exclude subsequent physical loss destruction or damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Insured and the Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure.

**11. Biological/ Chemical**

any loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material, device or weapon.

**12. Sanctioned Territories**

in any territory where the Insurer is prevented from providing insurance cover by operation of any law, trade or economic sanction or similar provision.

## **COVERAGE SECTION 1. COMMERCIAL PRODUCER'S INSURANCE**

### **Definition**

For the purpose of this Coverage Section the following terms shall have the following meaning:-

#### **1. Insured Person**

The words 'Insured Person' shall mean any person who is contracted by the Insured to work on an Insured Production.

#### **2. Loss**

"Loss' as used in this Coverage Section shall mean:

- a. the additional Production Costs necessarily incurred by the Insured in completing the Insured Production over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I would have been incurred in completing the Insured Production to the same standard as originally proposed
- b. Production Costs which are unavoidably wasted and irrecoverable as a result of any one or more of the occurrences specified in Paragraph I. Production Costs include costs incurred on ancillary advertising materials including posters, press or magazine advertisements, displays, point of sale and direct marketing material.

### **I INSURING AGREEMENT**

The Insurer agrees to pay to the Insured subject to the Limit of Liability such Loss as the Insured may sustain during the Term of Coverage due to the necessary delay, interruption, cancellation or abandonment of an Insured Production for a reason outside of the Insured's or Insured Person's control including non appearance of any Insured Person engaged to work on or in an Insured Production

### **II. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Schedule as the limit of liability in connection with the Insured Production.
- b. The Insurer's liability for loss shall only be to pay the amount in excess of the deductible stated for each separate loss.

### **III. SPECIAL CONDITIONS**

#### **Term of Coverage**

1. Coverage under this section begins on the Effective Date and shall continue until the 12 months from the date of completion of the Insured Production

#### **Insured's Obligation**

- 2 It is warranted that the Insured will use due diligence to ascertain that any Insured Persons are in sound physical condition and of good health as respects their anticipated duties, immediately prior to the attachment of any coverage and when filming abroad ensure that all Insured Persons have the recommended and necessary immunisations/vaccinations as recommended by government health authorities.

#### **IV. EXCLUSIONS**

This Coverage Section does not indemnify the Insured for Loss directly or indirectly caused by or resulting from:

- a. any Insured Person taking part in flying other than as a passenger;
- b. any Insured Person taking part in any hazardous stunt, without the written consent of the Insurer;
- c. the inability of any Insured Person to perform as a result of pregnancy, menstruation, child birth or conditions pertaining thereto;
- d. any Insured Person under five years of age or over seventy five years of age or whose health is such that it could potentially cause a loss under this policy without the written consent of the Insurer
- e. the failure of the Insured to do all things reasonably practicable to prevent, minimize or avoid any loss
- f. the failure of an Insured Person to work on an Insured Production as arranged due to any illness, infection or condition which they knew or ought to have realized that they were suffering from or which they had a history of suffering from on the date they were contracted to work on the Insured Production
- g. the failure of an Insured Person to work on an Insured Production as arranged due to any illness or condition attributable to exhaustion or any neurotic or psychological disturbance
- h. the failure of an Insured Person to work on an Insured Production as arranged due to taking drugs or narcotics not prescribed by a registered practitioner or due to deliberate self inflicted injury or illness.
- i. insufficient finance or anyone's insolvency or financial difficulties
- j. electrical or mechanical breakdown of any motor vehicle, aircraft, watercraft, railway train, lifting machinery or other heavy machinery intended to appear in the Insured Production unless it has been fully tested beforehand and Insurers have agreed to provide cover..
- k. strikes or industrial disputes unless there was no announcement of the dispute before travel or transportation arrangements were made and the dispute prevented anyone or anything necessary for the Insured Production from getting to or leaving the production location
- l. weather conditions preventing or delaying outdoor filming or recording but not losses due to weather conditions preventing anyone or anything necessary for the Insured Production from getting to or leaving the production location
- m. anyone being refused a work permit or leave to remain in the territory where the Insured Production is being produced or anyone's repatriation, internment, imprisonment or deportation
- n. the use of animals unless the agreement of the Insurer has been obtained in advance. This exclusion shall not apply to domestic animals where a substitute has been secured or a vet's certificate confirming the well being of the animal has been obtained not more than 7 days prior to their scheduled appearance in the Insured Production
- o. any loss arising from legal liability that the Insured incurs for negligence, breach of intellectual property rights, breach of confidence or anything else which is insured by professional indemnity or errors or omissions insurance
- p.. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire.
- q. loss of, or damage to, film, videotape, soundtracks or Digital Media

#### **V. LOSS PROCEDURE (Notice of Incapacity and Right of Medical Examination)**

Immediately after the Insured is made aware of any Insured Person being unable to commence or continue their duties as a result of which a claim might arise, the Insured shall:

- a. notify the Insurer; and
- b. procure and immediately forward to the Insurer the certificate of a duly qualified physician which shall detail fully the circumstances in which the incapacity arises.
- c. ensure and preserve to the Insurer the continuing right of examination, at all reasonable times by its own appointed physician, of any Insured Person whose incapacity may lead to a claim;

failure by the Insured to comply with any of these conditions will prejudice the Insurer and shall therefore release the Insurer from any liability in connection therewith.

**VI. SPECIAL EXCLUSION**

It is specifically agreed that the Insurer shall not be liable for any direct or indirect property loss or for expenditures incurred in the purchase, construction, repair or replacement of any property.

**VII. COVERAGE EXTENSION**

As respects portable generators, camera equipment, sound equipment or lighting equipment, provided such generators, camera equipment, sound equipment or lighting equipment were fully tested and proven to be in good working condition prior to being used, the exclusions of mechanical breakdown, short circuit or other electrical injury, disturbance or failure whether due to external or internal causes shall not apply.

**COVERAGE SECTION 2. NEGATIVE FILM AND OTHER MEDIA**

**Definitions**

For the purpose of this Coverage Section the following terms shall have the following meaning:

**1. Media**

The word 'Media' shall mean

- (a) raw or exposed film (developed or undeveloped)
- (b) video tapes
- (c) Digital Media
- (d) sound tracks and tapes
- (e) colour transparencies cels art work and drawings

when such Media is used or to be used in connection with the Insured Production

**2 Loss**

"Loss" as used in this Coverage Section shall mean:

- a. the additional Production Costs necessarily incurred by the Insured in completing the Insured Production over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I would have been incurred in completing the Insured Production to the same standard as originally proposed
- b. Production Costs which are unavoidably wasted and irrecoverable as a result of any one or more of the occurrences specified in Paragraph I. Production Costs include costs incurred on ancillary advertising materials including posters, press or magazine advertisements, displays, point of sale and direct marketing material.



**I. INSURING AGREEMENT**

The Insurer agrees to pay to or on behalf of the Insured subject to the Limit of Liability such Loss as the Insured shall sustain arising from

**1. All Risks of Physical Damage to Media**

all risks of direct physical loss of or damage to Media from any external cause except as excluded

**2. Faulty Media Equipment and Processing**

- A faulty Media
- B faulty cameras or recording equipment
- C faulty developing editing or processing including where arising from faulty computer software programs
- D accidental exposure to light of raw or exposed film
- E accidental erasure of recordings from Media
- F accidental corruption of the images and sound data held on Digital Media

except as excluded below

occurring during the Term of Coverage in respect of Media used or intended to be used for recording and storing images or sounds necessary to the intended release of the Insured Production .

**II. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability with respect to any one occurrence shall not exceed the amount stated in the Schedule as the limit of liability in connection with the Insured Production.
- b. The Insurer's liability for loss shall only be to pay the amount in excess of the Deductible stated in the Schedule for each separate loss.

**III. TERM OF COVERAGE**

Coverage under this section begins on the Effective Date and shall continue until the 12 months from the date of completion of the Insured Production.

**IV. EXCLUSIONS**

This Coverage Section does not indemnify the Insured for Loss directly or indirectly caused by or resulting from:

- a) 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 the control of the Insured
- b) intentional acts of the Insured or at the direction of the Insured
- c) faulty manipulation of the filming or recording equipment or computer software (but this exclusion shall not apply to the coverage under Paragraph 1.2e), non-compliance with the instructions or specifications of the Media or equipment or with the accepted standards of industry practice
- d) Delay in delivery of Media
- e) X-rays and or X-ray systems and or fluoroscopic inspection devices unless beyond the control of the Insured however this exclusion shall not apply provided all reasonable precautions have been taken and the exposed or unexposed negative is properly identified as such, and carried as hand luggage and accompanied at all times. This exclusion shall not apply in respect of Digital Media;

- f) shortage of inventory or any unexplained loss or mysterious disappearance.
- g) theft from unattended vehicles unless the doors windows and other openings of the vehicle are fully closed and locked and any alarm put into operation and the insured property is concealed from view at all times.

## **V. SPECIAL WARRANTIES**

To the extent that failure by the Insured to abide by the following special representations increases the risk of loss or damage or results in loss or damage under this Coverage Section, such failure shall void the Insurer's obligation and defeat recovery hereunder.

It is warranted by the Insured that:

- a. unprocessed negative films will not be accumulated by the Insured for shipment or processing for more than a period of three shooting days or five consecutive days whichever period expires first
- b. all developed negative film material will be checked for technical acceptability as soon as is reasonably practical after processing and/or recording
- c. recorded images and sound held on Digital Media will be adequately checked for acceptability on a suitable monitor on a daily basis
- d. cameras, lenses and related equipment will be fully tested and proved to be in sound working condition for the purpose for which they are intended to be used at commencement of filming or recording of any Insured Production and regular gear check procedures of high definition cameras must be performed in accordance with the highest standards of industry practice

## **COVERAGE SECTION 3. A. PROPS, SETS AND WARDROBE**

### **I. INSURING AGREEMENT**

The Insurer agrees to pay to or on behalf of the Insured subject to the Limit of Liability the value or props, sets, scenery, costumes, wardrobe and similar theatrical property owned by the Insured, or which is the property of others for which the Insured is responsible, that is lost, damaged or destroyed during the Term of Coverage (defined in Paragraph IV), caused by the perils insured against, while such property is within the Territorial Limits and used or to be used in connection with the Insured Production.

### **II. PROPERTY NOT COVERED**

This Coverage Section does not insure:

- a. 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 miscellaneous equipment;
- b. plant life, (unless used as part of a theatrical set), animals, accounts, bills, currency or money, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports and railway, airline or other tickets;
- c. permanent buildings or structures, including, but not limited to, improvements and betterments. This exclusion does not apply to buildings or structures constructed in connection with the Insured Production
- d. furniture and fixtures unless used or intended to be used as part of theatrical set;
- e. aircraft (including gliders and hang-gliders), watercraft (value of which is in excess of GBP20,000, or the equivalent in any other currency), railroad cars or equipment, motorcycles, motor vehicles or other conveyances, except (1) while being used as part of a theatrical set and not in motion, or (2) while in transit to and from a set and not being self-propelled;

- f. film, videotape soundtracks unless used as a prop on a theatrical set.

### **III. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability for any one occurrence shall not exceed the amount stated in the Schedule in connection with the Insured Production, except that with respect to antiques, objects of art, rugs, furs, jewellery, precious or semiprecious stones/metals/alloys, the Insurer shall not be liable for more than the amount stated in the Schedule as the Limit of Liability for such property with respect to any one occurrence.
- b. The Insurer's liability shall only be to pay the amount in excess of the Deductible stated in the Schedule for each separate loss.

### **IV. TERM OF COVERAGE**

Coverage under this section begins on the Effective Date and shall continue until the 12 months from the date of completion of the Insured Production.

### **V. PERILS INSURED**

This Coverage Section insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

### **VI. EXCLUSIONS**

This Coverage Section does not insure against loss or damage directly or indirectly caused by or resulting from:

- a. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents, or wet or dry rot;
- b. damage sustained while the property is being actually worked upon or loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than whilst in use on location);
- e. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;
- f. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured; or
- g. theft from unattended vehicles unless the doors windows and other openings of the vehicle are fully closed and locked and any alarm put into operation and the insured property is concealed from view at all times.

### **VII. VALUATION**

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 such property is actually repaired or replaced by the Insured within a reasonable period of time following the loss.

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

If not repaired or replaced such property will be valued at its actual cash value on the date of loss

### **VIII. DEBRIS REMOVAL EXTENSION**

The Insurer agrees to pay the additional costs necessarily and reasonably incurred by the Insured in

- a. removing set debris
- b. dismantling and/or demolishing damaged sets

as a direct result or consequence of the happening of an Insured Loss as defined in Paragraph I above. The limit of liability in respect of this extension is GBP50,000.

## **COVERAGE SECTION 3. B. MISCELLANEOUS EQUIPMENT**

### **I. INSURING AGREEMENT**

The Insurer agrees to pay to or on behalf of the Insured the value of cameras, camera equipment, sound and lighting equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment, portable computer equipment, mobile dressing room and honey wagon trailer units, and similar miscellaneous equipment, owned by the Insured, or which is the property of others for which the Insured is responsible, that is lost, damaged or destroyed during the Term of Coverage (defined in Paragraph IV), caused by the perils insured against, while such property is used or to be used in connection with the Insured Production.

### **II. PROPERTY NOT COVERED**

This coverage does not insure:

- a. film, videotape, or soundtracks;
- b. props, sets or wardrobe, as defined under Coverage Section 3 A. of this Policy;
- c. permanent buildings, office contents, improvements and betterments;
- d. aircraft (including gliders and hang-gliders); watercraft; railroad cars or equipment;
- e. motor vehicles licensed for highway use; or
- f. mobile equipment vans, studio location units, motor homes, or similar type units.

### **III. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability for any one occurrence shall not exceed the amount stated in the Schedule in connection with the Insured Production.
- b. The Insurer's liability shall only be to pay the amount in excess of the Deductible stated in the Schedule for each separate loss.

### **IV. TERM OF COVERAGE**

Coverage under this section begins on the Effective Date and shall continue until the 12 months from the date of completion of the Insured Production.

### **V. PERILS INSURED**

This Coverage Section insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

### **VI. EXCLUSIONS**

This Coverage Section does not insure against loss or damage directly or indirectly caused by or resulting from:

- a. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents, or wet or dry rot;

- b. damage sustained while the property is being actually worked upon or loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than whilst in use on location);
- e. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;
- f. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured;
- g. theft from unattended vehicles unless the doors windows and other openings of the vehicle are fully closed and locked and any alarm put into operation and the insured property is concealed from view at all times.
- h. theft whilst Insured Property is left unattended in a Public Place.  
For the purposes of this Exclusion:
  - i) Unattended shall mean any circumstance in which an item can be stolen or removed without the immediate intervention of the Insured or their representative.
  - ii) Public Place shall mean any place to which the public have unrestricted and/or uncontrolled access including but not limited to public transport, offices, shops, restaurants, bars and hotels except private rooms being used by the Insured provided the room is locked when unoccupied.

## **VII. VALUATION**

The Insurer will pay the full cost to repair or replace such property as at the time of loss (without deduction for depreciation) to a condition equal to but not better or more extensive than its condition when new if such property is actually repaired or replaced within a reasonable period of time following the loss.

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

If not repaired or replaced such property will be valued at its actual cash value on the date of loss.

## **COVERAGE SECTION 3. C. PROPERTY OF OTHERS**

### **I. INSURING AGREEMENT**

The Insurer agrees to pay to or on behalf of the Insured, subject to the Limit of Liability, all sums which the Insured shall become legally liable to pay as damages including loss of use arising out of physical loss of or damage to or destruction to property of others occurring during the Term of Coverage whilst such property is in the care custody or control of the Insured within the Territorial Limits and is used or to be used in connection with an Insured Production

### **II. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability for any one occurrence shall not exceed the amount stated in the Schedule as the Limit of Liability in connection with the Insured Production.
- b. in respect of Loss of Hiring Charges Extension applying to this Coverage Section the Insurer's limit of liability shall not exceed the amount stated in the Schedule as the Limit of Liability applying to this extension and which amount shall form part of and not be in addition to the Limit of Liability stated in paragraph a above and
- c. The Insurer's liability shall only be to pay the amount in excess of the Deductible stated in the Schedule for each separate loss.

### **III. TERM OF COVERAGE**

Coverage under this section begins on the Effective Date and shall continue until the 12 months from the date of completion of the Insured Production.

### **IV. EXCLUSIONS**

This Coverage Section does not indemnify the Insured for

- a. liability for injury to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured;
- b. liability for injury to or destruction of motor vehicles, aircraft, watercraft, or railroad cars or equipment;
- c. liability for injury to or destruction of personal property which can be covered as props, sets, or wardrobe, or any miscellaneous equipment used or to be used in connection with the Insured Production which is rented to or leased by the Insured;
- d. liability for damage to or destruction of premises, rented to or leased by the Insured for any purpose other than location filming in connection with the Insured Production;
- e. liability for loss or damage arising out of shortage of inventory, unexplained loss, or mysterious disappearance;
- f. liability for loss of or injury to any animal;
- g. liability for loss of, damage to or destruction of premises and/or property used as living quarters for the Insured's cast and crew;
- h. liability for loss of, or damage to, film, tapes, or soundtracks.
- i. liability for loss of, or damage to antiques, objects of art, rugs, furs, jewellery, precious or semiprecious stones/metals/alloys unless values for items in the Insured's care, custody or control had been specifically prior declared to the Insurer.

### **V. DEFENCE, SUPPLEMENTARY PAYMENTS**

With respect to such insurance as is afforded by this Coverage Section, the Insurer shall:

- a. defend any suit against the Insured alleging such damages which are payable under the terms of this coverage, even if any of the allegations of the suit are groundless, false or fraudulent but only for the amounts that are claimed in excess of the deductible stated in the Schedule
- b. pay within the applicable limit of liability:
  1. all expenses incurred by the Insurer, all costs taxed against the Insured in any such suit, and all interest on that part of any judgement entered and which accrues after entry of the judgement and before the Insurer has paid or tendered or deposited in court that part of the judgement on Claims covered by this Policy which does not exceed the applicable limit of liability;
  2. premiums on appeal bonds required in such suit, and premiums on bonds to release attachments for the amount not in excess of the applicable limit of liability of this coverage, but without any obligation to apply for or furnish any such bonds; and
  3. all reasonable expenses other than loss of earnings, incurred by the Insured at the Insurer's request.

### **VI. OTHER INSURANCE**

It is agreed that this insurance shall be considered primary, but not exceeding the limit of liability of this Coverage Section. However, if there is other similar property of others liability insurance in existence, this Policy shall be pro rata with such other insurance.

### **VII. CONTINUING HIRE CHARGES (LOSS OF USE) EXTENSION**

1. The Insurer agrees to pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay as Compensation for the attendant loss of use of property of others damaged during the Term of Coverage whilst such property is in the care custody or control of the Insured within the Territorial Limits and used or to be used in connection with the Insured Production

2. Should the Insured sustain a loss in respect of damage to property insured under Coverage Section 3A Props Sets and Wardrobe or Coverage Section 3B. Miscellaneous Equipment of this Policy and loss of use is claimed by a third party and such third party as the owners of such property can prove an actual loss of future income based on their books of account and other business records the Insurer will indemnify the Insured in respect of such loss

Subject otherwise to all the terms of this Coverage Section, and to the Limit of Liability stated in the Schedule as applying to this Loss of Use Extension, and which amount shall form part of and not in addition to the amount of the Limit of Liability applying to the cover under this Section

## **COVERAGE SECTION 4. OFFICE CONTENTS**

### **I. INSURING AGREEMENT**

- a. The Insurer agrees to pay to or on behalf of the Insured the value of business and personal property usual to the office occupancy of the Insured including furniture, fixtures, equipment and supplies not otherwise covered under this Policy, owned by the Insured, or which is the property of others for which the Insured is legally responsible, and which is lost, damaged or destroyed during the Term of Coverage, caused by the Perils Insured against, while such property is on the premises scheduled herein or at other locations used in the Insured Production and while in transit, but not including loss of use of such property.
- b. This coverage shall also include tenant's improvements and betterments, meaning the Insured's use and interest in fixtures, alterations, installations, or additions constituting a part of the building occupied but not owned by the Insured and made or acquired at the expense of the Insured, exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.

### **II. PROPERTY NOT COVERED**

This Coverage Section does not insure:

- a. antiques, objects of art, rugs, furs, jewellery, precious or semiprecious stones/metals/alloys, animals, plant life, accounts, bills, currency, stamps, deeds, evidences of debt, documents, money, notes, securities, letters of credit, passport, credit cards and railroad, airline or other tickets; or
- b. film, tape, props, sets, wardrobe, miscellaneous equipment, or any other property which could be included under any other Coverage Section of this Policy.

### **III. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability for any one occurrence shall not exceed the amount stated in the Schedule as the Limit of Liability in connection with the Insured Production.
- b. The Insurer's liability shall only be to pay the amount in excess of the Deductible stated in the Schedule for each separate loss.

### **IV. TERM OF COVERAGE**

Coverage under this Coverage Section commences on the Effective Date shown in the Schedule and shall continue until the expiration of the Period of Insurance.

### **V. PERILS INSURED**

This Coverage Section insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

### **VI. EXCLUSIONS**

This Coverage Section does not insure against loss or damage directly or indirectly caused by or resulting from:

- a. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents or wet or dry rot

- b. damage sustained while the property is being actually worked upon and directly resulting therefrom, nor loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open.
- e. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire
- f. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured
- g. theft of portable laptop computers outside normal business hours unless such theft occurs from locked draws/cabinets.

**VII. VALUATIONS**

Property will be valued at the full cost to repair or replace the property at the time of loss (without deduction for depreciation) if the property is actually repaired or replaced within a reasonable period of time following loss. The payment shall not exceed the amount actually spent to repair or replace the property for the same use. If not repaired or replaced, the property will be valued at its actual cash value on the date of loss.



**COVERAGE SECTION 5 A & B - MONEY INSURANCE AND MONEY INSURANCE  
(INJURY BY ASSAULT)**

**Definition**

For the purpose of this Coverage Section the following terms shall have the following meaning:-

For the purpose of this Section the following terms shall have the following meaning

**Business Hours**

The word 'Business Hours' shall mean the period during which the Insured's directors partners or Employees entrusted with the Money are on the Premises for the purpose of the Business

**Employee**

The word 'Employee' shall mean a person employed under a contract of service or apprenticeship with the Insured or a person hired to or loaned to the Insured whilst working directly for the Insured in connection with the Production

**Film Sites**

The words 'Film Sites' shall mean the sites of filming within the Territorial Limits in connection with a Production

**Not On Premises**

The words 'Not On Premises' shall mean anywhere within the Territorial Limits but not whilst on the Premises

**Premises**

The words 'Premises' shall mean

- (a) permanent buildings which the Insured own occupy or are responsible for
- (b) demountable and relocatable buildings and motor homes which the Insured own occupy or are responsible for at Film Sites within the Territorial Limits used in connection with an Insured Production

**A. MONEY**

**I. INSURING AGREEMENT**

The Insurer will indemnify the Insured following the undernoted events occurring during the Term of Coverage within the Territorial Limits subject to the limits specified in the Schedule or as hereunder

1. Loss of Money the property of the Insured or for which the Insured is responsible in the course of the Business
  - (a) on the Insured's Premises
  - (b) Not on Premises
    - (i) being carried by the Insured's directors partners or Employees and not left unattended other than where held in locked safety deposit facilities or
    - (ii) in the custody of a security organisationbut this paragraph (b) shall not apply in respect of the events described in (c) and (d)
  - (c) deposited in bank night safe until removed by a bank official
  - (d) at the private dwelling houses of the Insured's directors partners or authorised Employees.

2. Damage to any case bag or waistcoat used for the carriage of Money following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of £500 any one claim or claims arising from any one occurrence
3. Damage to safe(s) strongroom(s) or franking machine(s) resulting from theft of Money or any attempt thereat up to a limit of £1000 any one claim or claims arising from any one occurrence.
4. Damage to clothing and personal effects belonging to the Insured or any director partner or Employee of the Insured following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of £500 any one claim or claims arising from any one occurrence.

**II. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability with respect to any one occurrence shall not exceed the amounts stated in the Schedule for the Insured Production.
- b. The Insurer's liability for loss shall only be to pay the amount in excess of the Deductible stated in the Schedule for each separate loss.

**III. TERM OF COVERAGE**

Coverage under this Coverage Section commences on the Effective Date shown in the Schedule and shall continue until the expiration of the Period of Insurance.

**IV. PERILS INSURED**

This Coverage Section insures against all risks of direct physical loss or damage to the property described in Paragraph I. from any cause, except as hereinafter excluded.

**V. EXCLUSIONS**

- 1 The insurance provided under this Coverage Section does not cover
  - (a) shortages due to clerical or accounting errors
  - (b) loss due to the fraud or dishonesty of any director partner or Employee of the Insured
    - (i) not discovered within seven working days of the occurrence
    - (ii) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies
  - (c) loss of Money from vending and/or gaming machines and/or automated money operated machinery
  - (d) loss resulting directly or indirectly from forgery fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
  - (f) notwithstanding exclusion (d) above loss caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude loss not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
  - (g) loss arising from depreciation in value or due to dishonoured cheques
  - (h) loss suffered as the result of a business transaction

**VI. CONDITIONS**

1. The Insured shall comply with the following:
  - (a) a complete record shall be kept of Money Not On Premises and at the Premises
  - (b) such record shall be deposited in a secure place other than in the safe(s) and/or strongroom(s) containing the Money
  - (c) outside Business Hours the safe(s) and/or strongroom(s) shall be kept locked and the keys thereof shall not be left on the Premises unless the Premises are occupied by the Insured or an authorised Employee in which case such keys if left on the Premises shall be deposited in a secure place not in the vicinity of the safe(s) and/or strongroom(s)
  - (d) the Insured shall maintain the following minimum standards of precaution for the

safety of Money Not On Premises at all times

- (i) The times of repetitive transits routes and conveyances used shall be varied as far as possible
- (ii) All persons engaged in the carrying of Money shall be able-bodied adults
- (e). The Insured must have at least two personnel accompanying all carryings of money exceeding GBP10,000, unless otherwise endorsed within this Policy.

2. It is a condition precedent to the liability of the Insurer that following any happening likely to give rise to a claim the Insured will immediately:
  - a) inform the Police, and offer them all reasonable assistance in the apprehension of the person responsible and the recovery of the money
  - b) give notification in writing to the Insurer
  - c) provide such information and assistance as the Insurer may reasonably require.

## **B. MONEY INSURANCE (INJURY BY ASSAULT)**

### **Definition**

For the purpose of this Coverage Section the following terms shall have the following meaning:-

For the purpose of this Section the following terms shall have the following meaning

### **Bodily Injury**

The words 'Bodily Injury' shall mean

- (a) death injury disease or illness of any person
- (b)
  - (i) mental injury
  - (ii) mental anguish
  - (iii) shock

that results in a recognisable psychiatric injury.

### **Loss of Limb**

The words 'Loss of limb' shall mean 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.

## **I. INSURING AGREEMENT**

The Insurer will agree to pay to the Insured or their legal personal representatives the Benefit as stated in the Schedule in respect of the Contingencies happening to the Insured's directors partners or Employees as a result of theft of Money or attempt thereat arising in the course of the Business occurring during the Term of Coverage within the Territorial Limits.

### **Contingencies**

Bodily Injury caused by violent accidental external and visible means resulting directly solely and independently of other causes in

- |    |                                                                                                                                                                     |                       |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1. | Death                                                                                                                                                               | ] Occurring within    |
|    |                                                                                                                                                                     | ]                     |
| 2. | Permanent loss of all sight in one or both eyes                                                                                                                     | ] twenty four months  |
|    |                                                                                                                                                                     | ]                     |
| 3. | Loss of one or more limbs                                                                                                                                           | ] of bodily injury as |
|    |                                                                                                                                                                     | ]                     |
|    |                                                                                                                                                                     | ] aforesaid           |
| 4. | Temporary total disablement from engaging in or giving attention to his profession or occupation commencing within 12 calendar months of bodily injury as aforesaid |                       |
| 5. | Permanent and total disablement (other than                                                                                                                         |                       |

by loss of limbs or sight) which on the expiration of 104 weeks from the date of such 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

**II. LIMIT OF LIABILITY**

The Insurer's limit of liability with respect to any one occurrence shall not exceed the amounts stated in the Schedule.

**III. TERM OF COVERAGE**

Coverage under this Coverage Section commences on the Effective Date shown in the Schedule and shall continue until the expiration of the Period of Insurance.

**IV. CONDITIONS**

- (a) This insurance applies only to persons between the ages of 16 and 70 years.
- (b) Benefit cannot be paid under more than one of the contingencies 1 to 3 and 5 in connection with the same injury.
- (c) 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.
- (d) The benefit under contingency 4 shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.
- (e) If and when 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.
- (f) All certificates information and evidence required by the Insurer shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Insurer may prescribe. An insured person as often as required shall submit to medical examination on behalf of the Insurer at his own expense in respect of any alleged bodily injury The Insurer shall in the event of the death of an insured person be entitled to have a post-mortem examination at its own expense.

**COVERAGE SECTION 6 COMMERCIAL VEHICLE PHYSICAL DAMAGE**

**Definition**

**Action Motor Vehicles**

The words 'Action Motor Vehicles' shall mean cars or other vehicles to be used or being used in front of camera as part of the Insured Production excluding stunt vehicles.

**I.INSURING AGREEMENT**

The Insurer agrees to pay, to or on behalf of the Insured, subject to the Limit of Liability, the value of Action Motor Vehicles detailed in the Schedule which are the property of others for which the Insured is legally liable and which are lost, damaged or destroyed during the Term of Coverage caused by the Perils Insured against whilst such property is within the Territorial Limits and whilst such property is used or to be used in connection with the Insured Production.

## **II. PROPERTY NOT COVERED**

This Coverage Section does not insure:

- a.. any property not permanently attached to an Action Motor Vehicle
- b. Action Motor Vehicles owned by the Insured unless agreed otherwise.

## **III. LIMIT OF LIABILITY AND DEDUCTIBLE**

- a. The Insurer's limit of liability with respect to any one occurrence shall not exceed the amounts stated in the Schedule for the Insured Production.
- b. The Insurer's liability for loss shall only be to pay the amount in excess of the Deductible stated in the Schedule for each separate loss.

## **III. TERM OF COVERAGE**

Coverage under this Coverage Section commences on the Effective Date shown in the Schedule and shall continue until the expiration of the Period of Insurance.

## **IV. PERILS INSURED**

This Coverage Section insures against all risks of direct physical loss or damage to the property described in Paragraph I. from any cause, except as hereinafter excluded.

## **V. EXCLUSIONS**

This Coverage Section cover does not insure loss or damage directly or indirectly caused by or resulting from:-

- a. Insects, vermin, inherent, vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere extremes or changes of temperature, shrinkage,, evaporation loss of weight, rust, contamination or leakage of contents
- b. damage sustained while the property is being actually worked upon and directly resulting therefrom nor loss or damage to any property undergoing construction, alteration, repair or testing unless accidental fire or explosion ensues, and then only for the loss or damage caused by such ensuing fire or explosion, shortage of inventory or any unexplained loss or mysterious disappearance
- c. rain, sleet, snow or hail whether driven by wind or not to property stored in the open (other than while on location)
- d. short circuit or other electrical injury disturbance or failure unless fire ensues and then only for loss or damage caused by such fire or damage to or destruction of property caused by or resulting from intentional acts of the Insured or at the direction of the Insured.

## **VI. VALUATION**

The Insurer will pay the actual cash value as of the date and location of loss damage or destruction or the amount which it would cost to repair or replace such property with material of like kind and quality whichever is less.

## **COVERAGE SECTION 7. GENERAL COMMERCIAL LIABILITY INSURANCE**

### **Definition**

In this Coverage Section the following terms shall have the following meanings:-

#### **1. Abuse**

The word 'Abuse' shall mean any offence act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical, sexual, verbal, psychological or emotional or financial nature.

#### **2. Computer Fraud**

The words 'Computer Fraud' shall mean the dishonest or fraudulent electronic transfer through use of any computer system of Money, securities or property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party and for the purposes of this definition:-

'securities' means negotiable and non-negotiable instruments or contracts representing either money or other property,

'property' means tangible property other than Money or securities,

Money shall include electronic cash equivalents.

Computer Fraud shall not include Computer Misuse.

#### **3. Computer Misuse**

The words 'Computer Misuse' shall mean deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer.

Computer Misuse shall not include Computer Fraud.

#### **3. Computer Virus**

The words 'Computer Virus' shall mean a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data, or any computer application software computer network or computer operating system and related software.

#### **4. Cybermedia**

The word 'Cybermedia' shall mean the internet, usenet, any extranet, the world wide web any website, e-mail or any bulletin board, chatroom or newsgroup.

#### **5. Damage**

The word 'Damage' shall mean:-

- (a) physical loss of or damage to tangible property, including attendant loss of use of such property
- (b) nuisance, trespass or interference with any easement, right of air, light, water or way.

#### **6. Financial Loss**

The words 'Financial Loss' shall mean financial loss unaccompanied by either:

- (a) Injury or (b) Damage

#### **7. Products**

The word 'Products' shall mean anything tangible (including containers, packaging or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, upgraded, installed, erected, processed, tested, treated, stored or transported by or on behalf of the Insured in connection with the Business, after they have ceased to be in the custody or control of the Insured.

## **I. COVER**

### **1. Legal Liability**

The Insurer will indemnify the Insured, subject to the Limit of Indemnity, in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business.

### **2. Claimants' Costs and Expenses**

The Insurer will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover.

### **3. Defence Costs and Expenses**

The Insurer will in addition indemnify the Insured in respect of all:-  
:

- (a) costs of legal representation reasonably incurred with the Insurer's written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence

- (b) other costs and expenses reasonably incurred with the Insurer's written consent in relation to any matter which may be the subject of indemnity under clause 1 of the Cover.

### **4. Consumer Protection Act or Health and Safety at Work Act or Food Safety Act Prosecution Defence Costs or equivalent legislation**

The Insurer will indemnify the Insured in respect of legal costs and other expenses reasonably incurred with the Insurer's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

- (a) the Consumer Protection Act 1987, or any amending legislation or
- (b) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar United Kingdom health and safety legislation and regulations or
- (c) the Food Safety Act 1990 or any amending legislation
- (d) or any equivalent legislation within the Territorial Limits 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 such appeal succeeding
- (b) the proceedings do not relate to the health safety or welfare of any Employee
- (c) the indemnity will not apply to:-
  - (i) proceedings consequent upon any deliberate act or omission
  - (ii) fines or penalties of any kind
  - (iii) any circumstances where indemnity is provided by any other insurance, or where, but for the existence of this clause 4 of the Cover, indemnity would have been provided by such other insurance.

### **5. Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs or equivalent legislation**

The Insurer will indemnify the Insured in respect of all costs of legal representation incurred with the Insurer's written consent for:-

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

brought against the Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof) or any equivalent legislation within the Territorial Limits, 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 such appeal succeeding
- (b) the proceedings relate to the death of any person other than an Employee
- (c) the indemnity will not apply to:
  - (i) proceedings consequent upon death resulting from any deliberate act or omission, but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Insured and amounts to a gross breach of a relevant duty of care owed by the Insured 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 such other source or insurance
- (d) the financial limit of the Insurer's liability under this extension to the Public and Products Liability Section, and any equivalent extension to the Employers' Liability Section, shall not exceed in the aggregate GBP1,000,000 in respect of 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 the Coverage Section Schedule
- (e) for the avoidance of doubt where there is a Deductible stated in the Coverage Section Schedule it shall apply in respect of this extension and the amount of the Deductible shall form part of the specified amount detailed in (d) above as the Insurer's Limit of Liability and such limit shall not apply in excess of the amount stated as the Deductible.

## **6. Data Protection Act 1998 or equivalent legislation**

The Insurer will indemnify the Insured, and if the Insured so requests, any Employee or director or partner of the Insured in respect of their liability to pay Compensation for damage or distress under section 13 of the Data Protection Act 1998, including reasonable defence costs and expenses incurred with the written consent of the Insurer, and in addition the reasonable defence costs incurred with the written consent of the Insurer relating to a prosecution brought under the Data Protection Act 1998 or equivalent legislation anywhere within the Territorial Limits in relation to a claim made by any person.

Provided that

- (a) any claim for Compensation is first made, or prosecution first brought against the Insured during the Period of Insurance
- (b) the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998 or equivalent legislation
- (c) no indemnity is granted in respect of :-
  - (i) the payment of fines or penalties
  - (ii) the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any data
  - (iii) liability caused by, or arising from a deliberate or intentional act by, or omission of the Insured, or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998 or equivalent legislation



- (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance
  - (v) liability for which indemnity is provided under any other insurance
- (d) in respect of each and every claim under this extension the Insured shall be liable for 10% of the cost of the claim or USD750 whichever is the greater
- (e) the Insurer's liability under this extension is limited to USD750,000 in respect of any one claim and in the aggregate during any one Period of Insurance.

## 7. Motor Contingent Liability

Notwithstanding Coverage Section Exclusion 5, the Insurer will indemnify the Insured and no other, for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided that the Insurer will not provide indemnity in respect of liability:-

- (a) for loss of or damage to such vehicle or property carried
- (b) more specifically insured under any other insurance or which would be so insured but for the existence of this clause
- (c) arising or caused whilst such vehicle is being;
  - (i) driven by the Insured
  - (ii) driven with the general consent of the Insured or his representative by any person who to the knowledge of the Insured or such representative does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence
  - (iii) used elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## 8. Compensation for Court Attendance

Where, at the request of the Insurer or their representatives, any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim, in respect of which the Insured is entitled to indemnity under this Coverage Section, the Insurer will provide Compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required;

- |      |                                                  |         |
|------|--------------------------------------------------|---------|
| (i)  | any principal partner or director of the Insured | USD750  |
| (ii) | any other Employee                               | USD300. |

## 9. Indemnity to Principal

If the Insured so requests, the Insurer will indemnify any principal for whom the Insured is carrying out work under contract, or agreement, against liability arising out of the performance of such work by the Insured, and in respect of which the Insured would have been entitled to indemnity under this Coverage Section if the claim had been made against the Insured, but only to the extent required by the terms and conditions of such contract or agreement.

Provided that:

- a) said principal shall observe fulfil and be subject to the terms and conditions of this Coverage Section in so far as they can apply
- b) the Insurer's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Liability.

## 10. Private Duties

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Insured by any Employee for any director, partner or senior official of the Insured.

Where the Insured comprises more than one party, the Insurer will indemnify each Insured to whom this Coverage Section of the Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedule to this Coverage Section as the Limit of Liability, regardless of the number of parties claiming to be indemnified.

## **12. Territorial Limits Extension**

In this Coverage Section, the Territorial Limits stated in the Schedule are extended to apply:

- (a) elsewhere in the world in respect of Non Manual temporary visits undertaken by the Insured in connection with an Insured Production and
- (b) anywhere in the world in respect of Products.

For the purpose of this clause 12 of Cover the words 'Non Manual' shall include pre and post production work, business discussions and location visits but not any work undertaken in respect of the principal photography of the Insured Production.

## **13. Defective Premises Act or equivalent legislation**

The Insurer will indemnify the Insured against legal liability incurred by virtue of the Defective Premises Act 1972, or the Defective Premises (Northern Ireland) Order 1975, or equivalent legislation within the Territorial Limits in connection with any premises previously owned for purposes pertaining to the Business which were disposed of by the Insured prior to the occurrence of the Injury or Damage giving rise to liability.

Provided that:-

- (a) the Injury or Damage giving rise to such legal liability occurs during the Period of Insurance
- (b) the Insurer will not provide indemnity
  - (i) where indemnity is provided by any other insurance, or where but for the existence of this Policy, indemnity would have been provided by such other insurance
  - (ii) in respect of the costs incurred in removing, rebuilding, repairing, rectifying or replacing any such premises or part of such premises.

## **14. Property in the Insured's Custody or Control**

Coverage Section Exclusion 1(d) will not apply to:

- (a) the personal effects (including vehicles and their contents) of any visitor, or director, or partner or Employee of the Insured
- (b) office premises (including their fixtures fittings and contents) leased, rented or hired to the Insured in connection with the Business) provided that the Insurer will not provide indemnity in respect of liability assumed by the Insured under a tenancy or other agreement unless liability would have attached in the absence of such agreement.

## **II. LIMIT OF LIABILITY AND DEDUCTIBLE**

The Limit of Liability is stated in the Schedule and applies to Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause. In respect of liability arising from Products, the Limit of Liability shall be the total amount payable during the Term of Coverage in respect of all claims. Provided that:-

- (a) where the Limit of Liability is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Cover Clauses 2 and 3 shall be limited to the proportion that the Limit of Liability bears to the total amount of such liability
- (b) the Deductible in respect of damages and claimants' costs and expenses will be payable before the Insurer shall be liable to make a payment
- (c) the Insurer's liability shall only be to pay the amount in excess of the Deductible stated in the Schedule to this Coverage Section.

### III TERM OF COVERAGE

Cover under this Coverage Section commences on the Effective Date shown in the Schedule and shall continue until the the expiration of the Period of Insurance.

### IV SPECIAL CONDITION - DECLARATION

The Insured shall at all times render such estimates of the wage roll and turnover as the Insurer may require in order to assess the premium required for this insurance and shall keep an accurate record of information on matters for which estimate have been given, which shall be available to the Insurer for inspection.

Within six months of expiry of the Term of Coverage the Insured shall supply the Insurer with a true statement of the particulars necessary for reassessment of the premium for which the premium has been paid the difference in premium shall be met by a further payment or refund as the case may be.

### V SPECIAL CONDITION - ABUSE

In so far as indemnity is provided under General Commercial Liability Section, in respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided) directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to Abuse it is understood and agreed that:-

- (a) any of the specified amounts detailed in the Schedule as Limits of Liability, or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Term of Coverage, and which amount shall be inclusive of all claimants' and defence costs and expenses to the extent indemnified for (and prosecution defence costs and expenses to the extent indemnified for).
- (b) where legal liability is not attributable to a single identifiable Event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible, all occurrences of Abuse suffered by any individual Third Party claimant committed during the Term of Coverage, shall be considered individually as one claim
- (c) the insurance provided by the General Commercial Liability Coverage Section shall not indemnify any medical or dental practitioner whomsoever, or 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 Coverage 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;
  - A. dishonest or criminal or fraudulent or
  - B. the result of deliberate wrongdoing or recklessness

For the avoidance of doubt, indemnity shall continue to apply in respect of the Insured's vicarious liability for such acts of another person, but not where Abuse arises out of acts or omissions authorised by the Insured or at the request of or with the approval of the Insured where such authorization, request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness

- (d) where indemnity is provided to indemnify the Insured for their vicarious liability for the acts of the person or persons committing such Abuse, it is hereby noted and agreed, for the avoidance of doubt, with regard to the application of General Condition 9, that the Insurer shall exercise said rights against any Employee committing such Abuse which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness.

The Insurer shall not be liable to indemnify the Insured in respect of:-

1. the cost of making good Damage to property
  - (a) belonging to the Insured or
  - (b) being that part of any property worked upon by the Insured and arising out of such work or
  - (c) being any Product (other than any Product supplied under a separate contract) or
  - (d) in the Insured's care custody or control
  - (e) being gardens or plant life.
2. liability assumed by the Insured, under contract or agreement to any person, firm or Insurer who is a Third Party within the meaning of the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation, unless the Insurer has signified its approval to the form of such contract or agreement, or such liability would have attached notwithstanding such contract or agreement.
3. liability arising from Products attaching by virtue of an agreement, but which would not have attached in the absence of such agreement, unless the Insurer shall have signified its general approval to the form of such contract or agreement by endorsement hereon.
4. liability arising from the ownership possession or use by or on behalf of the Insured of any aircraft or other aerial device, hovercraft, vessel or craft (other than non powered water craft) made or intended to float on, or in, or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 50 feet in length other than power boats used for racing.
5. liability arising from or caused by the ownership possession or use by, or on behalf of the Insured, of any mechanically propelled vehicle or plant except:
  - (a) any vehicle or plant
    - (i) not requiring a licence for road use or a certificate of motor insurance or other security
    - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working
  - (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plantProvided that the Insurer will not grant indemnity:
  - (i) in respect of liability which is compulsorily insurable under any road traffic legislation
  - (ii) if indemnity is provided by any other insurance.
6. NMA 2342- Seepage and /or Pollution and/ or Contamination (amended)
  - a) any loss, damage, cost or expense, or
  - b) any increase in insured loss, damage, cost or expense, or
  - c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Exclusion includes (but is not limited to):-

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

7. liability for costs and expenses for:

- (a) the repair, inspection, alteration, correction or replacement of defective materials, service or workmanship or
- (b) the withdrawal, recall, inspection, alteration, correction or making of any refund in respect of Products.

8. liability in respect of loss of information or the provision of wrong information in or from computer programmes tapes or data recording equipment unless as a direct consequence of physical loss of or Damage to tangible property.

9. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured.

10. liability for Financial Loss.

11. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care, but this shall not apply (in so far as indemnity is otherwise provided), in respect of legal liability directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to Abuse.

For the purpose of this exclusion the words:-

(a) 'Health Care' shall mean 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.

Such members shall include but not be limited to:

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) ambulance personnel
- (v) professions allied to medicine

(b) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by an Employee or volunteer worker of the Insured in the course of carrying out their duties when undertaking the Insured's Business.

(c) 'Administration of Medicines' shall mean the care, storage and administration only of pre-packaged doses of drugs or medicines by the Insured's 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'.

13. liability arising out of advice, design, plan, formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged.

14. liability assumed by the Insured under agreement, unless such liability would have attached in the absence of such agreement provided that this exclusion shall not apply to:

- a. the standard studio hiring agreements

- b. the contracts approved by the Advertising Producers' Association and the Institute of Practitioners in Advertising known as the 'Agreement for the Production of Television Filmed Commercials' and contracts approved by PACT
- c. the contract of the Panavision Group of Companies or similar contracts applying to the hire of equipment provision of technical services.

15. (in so far as indemnity would otherwise be provided under this Coverages Section), all sums which the Insured shall become legally liable to pay as Compensation and claimants' and defence costs and expenses for and arising out of:-

- A. **Computer Virus**  
Transmission of any Computer Virus through the use of Cybermedia but this exclusion shall not apply to Bodily Injury or physical Damage to tangible property, including any resulting loss of use of that property other than:
  - a. physical Damage to hardware and ancillary equipment, and
  - b. for the avoidance of doubt loss ,destruction of, corruption of or damage to software programs, data or information in relation to any computer.
- B. **Data Protection**  
Contravention of the requirements of the Data Protection Act 1998, or equivalent legislation, which is committed or occasioned through the use of Cybermedia.
- C. **Computer Fraud and Computer Misuse**  
Computer Fraud or Computer Misuse committed or occasioned through the use of Cybermedia, but in respect of Computer Misuse this exclusion shall not apply to Bodily Injury or physical Damage to tangible property including any resulting loss of use of that property other than:
  - (a) physical damage to hardware and ancillary equipment and
  - (b) for the avoidance of doubt loss, destruction of, corruption of or damage to software programs data or information in relation to any computer.

16. liability in respect of Bodily Injury sustained by any person as a result of viewing the Insured Production or in any way related to the subject matter of the Insured Production.

17. the amounts stated in the Schedule as a Deductible in respect of any one Event .

## COVERAGE SECTION 8 EMPLOYERS' LIABILITY

### Definition

In this Coverage Section the following terms shall have the following meanings:

#### 1. **Offshore Work**

The words 'Offshore Work' shall mean visits or work undertaken by an Employee from the time the Employee embarks into a conveyance ,whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure.

The words 'Offshore Installation' and 'Associated Structure' shall have the same meanings as they are interpreted in the Mineral Workings (Offshore Installations) Act 1971 and the Offshore Installations (Application of the Employers' Liability (Compulsory Insurance) Act 1969) Regulations 1975.

## **I. COVER**

### **1. Bodily Injury**

The Insurer will indemnify the Insured, subject to the Limit of Indemnity stated in the Schedule, against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in connection with the Business and caused during the Term of Coverage:

(a) within Great Britain Northern Ireland the Isle of Man or the Channel Islands and offshore installations in territorial waters around Great Britain and its continental shelf or

(b) (i) elsewhere within the Territorial Limits or  
(ii) elsewhere in the world in respect of non manual temporary visits undertaken in connection with a Production

in respect of any Employee normally resident in the territories stated in (a) above or who is not a British National but employed by the Insured domiciled in the United Kingdom of Great Britain and Northern Ireland under a contract of employment governed by the laws of those countries.

For the purpose of clause 1 (b) (ii) of Cover the words 'non manual' shall include pre and post production work, business discussions and location visits, but not any work undertaken in respect of the principal photography of the Production.

### **2. Claimants' Costs and Expenses**

The Insurer will indemnify the Insured, subject to the Limit of Indemnity stated in the Schedule, against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover.

### **3. Defence Costs and Expenses**

The Insurer will indemnify the Insured, subject to the Limit of Indemnity stated in the Schedule, in respect of all:-

- (a) costs of legal representation reasonably incurred with the Insurer's written consent at any:
- (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses, reasonably incurred with the Insurer's written consent, in relation to any matter which may be the subject of indemnity under clause 1 of the Cover.

### **4. Health and Safety at Work Act Prosecution Defence Costs**

The Insurer will indemnify the Insured, subject to the Limit of Indemnity as stated in the Schedule, in respect of legal costs and other expenses, reasonably incurred with the Insurer's written consent, in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974, or the Health and Safety at Work (Northern Ireland) Order 1978, or any similar UK health and safety legislation and regulations 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 such appeal succeeding
- (b) the proceedings relate to the health safety or welfare of any Employee
- (c) the indemnity will not apply to:
  - (i) proceedings consequent upon any deliberate act or omission
  - (ii) fines or penalties of any kind
  - (iii) any circumstances where indemnity is provided by any other insurance, or where, but for the existence of this clause 4 of the Cover, indemnity would have been provided by such other insurance.

## 5. Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

The Insurer will indemnify the Insured in respect of all costs of legal representation incurred with the Insurer's written consent for:-

- 1. the defence of any criminal proceedings, or
- 2. in an appeal against conviction arising from such proceedings brought against the Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof), 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 such appeal succeeding
- (b) the proceedings relate to the death of any Employee
- (c) the indemnity will not apply to:
  - (i) proceedings consequent upon death, resulting from any deliberate act or omission, but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Insured and amounts to a gross breach of a relevant duty of care owed by the Insured 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 such other source or insurance
- (d) the financial limit of the Insurer's liability under this extension to the Employers' Liability Section and any equivalent extension to the Public and Products Liability Section shall not exceed in the aggregate £1,000,000 in respect of 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 the Coverage Section Schedule
- (e) for the avoidance of doubt, where there is a Deductible stated in the Coverage Section Schedule (or any claim reimbursement amount instead of a Deductible otherwise agreed), it shall apply in respect of this extension and the amount of the Deductible or such claim reimbursement amount shall form part of the specified amount detailed in (d) above as the Insurer's limit of liability, and such limit shall not apply in excess of the amount stated as the Deductible or claim reimbursement amount.

## 6. Compensation for Court Attendance

Where, at the request of the Insurer, or their representatives, any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Coverage Section, the Insurer will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required:-

- |     |                                                  |         |
|-----|--------------------------------------------------|---------|
| (a) | any principal partner or director of the Insured | £500.00 |
| (b) | any other Employee                               | £200.00 |



The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Insured by any Employee for any director partner or senior official of the Insured.

## **8. Unsatisfied Court Judgements**

Where a judgement for damages has been obtained by any Employee, or the legal personal representatives of any Employee, in respect of Bodily Injury sustained by the Employee and caused during the Period of Insurance, arising out of and in the course of employment by the Insured in connection with the Business against any Insurer or person operating from or resident in premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situate in the said territories, and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Insured the Insurer will pay to the Employee or the said legal personal representatives subject to the Limit of Indemnity stated in the Schedule the amount of any such damages and awarded costs that remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) if any payment is made by the Company the Employee or the said legal personal representatives shall assign the judgement to the Insurer
- (c) all reasonable steps necessary to protect the ability to recover from the party against whom the judgement was obtained have been taken.

## **II TERM OF COVERAGE**

Coverage under this Coverage Section commences on the Effective Date shown in the Schedule and shall continue until the expiration of the Period of Insurance.

## **III. LIMIT OF INDEMNITY**

The Limit of Indemnity is stated in the Coverage Section Schedule and applies to the Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under clauses 2, 3 and 4 of the Cover.

## **IV. CONDITION**

### **Claims (Right of Recovery)**

The indemnity provided by this Coverage Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man and the Channel Islands, but the Insured shall repay to the Insurer all sums paid by the Insurer which they would not have been liable to pay but for the provision of such law

The Insurer shall not be liable to indemnify the Insured in respect of:

1. any amount payable under worker's compensation, social security or health insurance legislation and for the avoidance of doubt where there is a legal requirement to effect worker's compensation insurance in respect of Bodily Injury sustained by any Employee this insurance shall not apply to such requirement. 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 amendment thereto
2. any claim arising directly or indirectly out of Offshore Work
3. 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
4. the amounts stated in the Schedule as a Deductible in respect of any one Event.

#### **VI SPECIAL PROVISION EMPLOYERS' LIABILITY COVERAGE SECTION**

Subject otherwise to the terms conditions and exclusions of the Policy, the General Exclusion 6 terrorism exclusion shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the Employers' Liability Coverage 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 £5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Coverage Section Schedule.