

Photographers  
Insurance

CHUBB®

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# Photographer's Insurance

## Introduction

This is a Chubb Photographer's Insurance Policy ('the Policy').

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

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

Please read the entire Policy carefully.

## Insuring Agreement

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In consideration of payment of the premium and subject to the terms and conditions of the Policy the Company and the Insured agree that the Company will provide insurance coverage as set out in the operative Sections of this Policy

## Definitions

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'The Company' means Chubb European Group SE

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

Words with specific meaning throughout this Policy appear in **Bold Print** and begin with a capital letter these are defined in the General Policy Definitions Section. Other words with specific meaning within the applicable Section only, appear in **Bold Print**, begin with a capital letter and are *italicised* and are defined at the end that Section.

Where there is a conflict between any definition within a Section and any other definition in this Policy, the definition within the Section shall prevail.

## General Provisions Applicable to All Sections of the Policy

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### Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the third to be appointed by the two appointed arbitrators.

The third member of the tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than 10 years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute.

The tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

The seat of arbitration shall be London.

The proper law of this contract shall be the law of England and Wales.

### Assignment

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

### Audits and Inspection

At any time during the Period of Insurance or thereafter, the Insured shall make available to the Company (and the Company shall have the right to audit, inspect and copy) any books, papers and other records of the Insured (including those of its agents and brokers) in connection with this Policy or the subject matter hereof.

### Cancellation

Cancelling this insurance.

You can cancel this insurance at any time by writing to your broker.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover; or
- non-cooperation or failure to supply any information or documentation we request.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
- the start of the Period of Insurance

whichever is the later.

If this insurance is cancelled then, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time during which you were covered. This will be calculated on a proportional basis. For example, if you were covered for six (6) months, the deduction for the time you were covered will be half the annual premium.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

## Changes

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

## Choice of Law and Forum

This Policy of insurance shall be governed by and construed in accordance with the laws of England and Wales and the Commercial Court, Queen's Bench Division of the High Court of Justice, Royal Courts of Justice, The Strand, London WC2A 2LL shall have exclusive jurisdiction in respect of any dispute arising under or in connection with this Policy, including any dispute as to the formation or validity of the Policy.

## Complaints Procedure

We are dedicated to providing a high quality service and want to maintain this at all times. If You are not happy with Our service, please contact Us, quoting the Policy details, so We can deal with the complaint as soon as possible.

Chubb Customer Relations  
PO Box 4510  
Dunstable  
LU6 9QA

Telephone: 0800 519 8026

Email: [customerrelations@chubb.com](mailto:customerrelations@chubb.com)

**You** can approach the Financial Ombudsman Service for assistance if there is dissatisfaction with Our final response or after eight weeks from making the complaint if not resolved satisfactorily. Any approach to the Financial Ombudsman Service must be made within 6 months of Our final response.

Contact details are given below. A leaflet explaining the procedure is available on request.

Address: The Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square,  
London, E14 9SR

Tel: 0800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) - Calls are free from a UK landline or mobile.

0300 123 9 123 - Calls cost no more than costs to 01 or 02 numbers.

Fax: 020 7964 1001

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this complaints procedure does not affect Your statutory rights relating to this Policy. For more information about statutory rights, You should contact Citizens Advice.

## European Online Dispute Resolution Platform

If **You** arranged **Your** policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

## Financial Services Compensation Scheme

## Financial Services Compensation Scheme

Whilst only You and Us have legal rights under this Policy, in the unlikely event that We are unable to meet Our liabilities, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

## Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Phone: 0800 678 1100 or 020 7741 4100

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## French Prudential Supervision and Resolution Authority / Financial Conduct Authority

Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at <https://register.fca.org.uk/>.

## Contracting Parties and Rights of Action

A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This Condition does not affect any right or remedy which exists or is available apart from that Act.

## Data Protection

We use personal information which you supply to us [or, where applicable, to your insurance broker] in order to write and administer this [Policy], including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: [<https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>]. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at [<mailto:dataprotectionoffice.europe@chubb.com>].

## First Named Insured

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

## **Fraudulent Claims**

If the Insured makes a fraudulent claim under this Policy:

1. the Company shall not be liable to pay the claim and any sums paid by the Company in respect of the claim shall be repaid to the Company immediately;
2. the Company may by giving notice in writing to the Insured at their last known address treat this Policy as having been terminated with effect from the time of the **fraudulent act**.

If the Company does treat this Policy as having been terminated:

1. it may refuse all liability to the Insured under this Policy in respect of any **relevant event** occurring after the time of the **fraudulent act**; and
2. it need not return any of the premiums paid under this Policy;

provided that such termination does not affect the rights and obligations of the parties to this Policy with respect to any **relevant event** occurring before the time of the **fraudulent act**.

For the purposes of this Condition:

**Fraudulent act** means the behavior that makes a claim fraudulent.

**Relevant event** means whatever triggers the Company's liability under this Policy.

## **Insurance Act 2015**

The parties shall rely on the rights and remedies afforded under the Insurance Act 2015.

## **Interpretation**

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

## **Non-Contribution**

If at the time of the happening of any occurrence covered by this Policy there is any other existing insurance whether effected by the Insured or not covering the same liability the Company shall not be liable to indemnify the Insured in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

## **Premium Adjustment**

If the first and renewal premiums under this Policy have been calculated (wholly or in part) upon estimates furnished by the Insured, the Insured shall keep proper records containing all particulars relative thereto and the Company shall be allowed to inspect such records at all reasonable times. The Insured shall within one month from the expiry of each Period of Insurance supply to the Company such particulars as the Company may require, whereupon the premium for such period shall be adjusted and the difference paid by or allowed to the Insured as the case may be, subject to any Minimum Premium specified in the Schedule.

## **Sanction Limitation**

The Company shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **Subrogation**

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

## Section 1 – Photographer’s Property

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

1. **Miscellaneous Technical Equipment** ; or
2. **Office Contents**; or
3. **Mobile Communication Property**;

owned or held in trust by the Insured that is lost, damaged or destroyed during the Period of Insurance .

### Hire Charges

The Company will also pay under this Section related hire charges, as a result of loss, damage or destruction of, **Miscellaneous Technical Equipment, Props, Sets, Wardrobe** or **Action Motor Vehicles** as set out in sub-paragraphs 1 and 2 of this Section’s operative clause, up to a maximum of thirteen (13) weeks.

### Theft Damage to Buildings

The Company will also pay under this Section for any damage incurred to the building(s) at the Insured **Location**, which arises during the pursuance of theft or attempted theft.

### Limit of Liability and Deductible

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

For **Office Contents** a sub-limit of two hundred and fifty GBP (£250) per **Occurrence** subject to an aggregate limit of five hundred GBP (£500) applies under this Section for any personal property of visitors.

The Company’s liability for each and every loss under this Section is subject to the applicable **Deductible** stated in the **Schedule**.

### Period of Insurance

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

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

whichever occurs first.

### Basis of Settlement

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In the event of loss, damage or destruction to item 1 - 3 under this Section’s operative clause, the Company will pay the full cost of repair or replacement of such property without deduction for wear and tear or gradual deterioration provided that such property is repaired or replaced by the Insured within a reasonable period of time following the loss.

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

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

## Exclusions

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

1. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear and tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, warping, rust, contamination, leakage of contents, short circuit or other electrical injury, disturbance or failure, unless directly resulting from storm or fire; or
2. any alteration, repair, maintenance, construction or testing of property.
3. shortage on taking inventory, unexplained physical loss or mysterious disappearance; or
4. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open other than while on **Location** unless specifically agreed in writing by the Company; or
5. theft from an unattended vehicle, unless at the time of such theft:
  - 5.a. the windows, doors and compartments of the vehicle are securely closed and locked; and
  - 5.b. a manufacturer approved security alarm is used to protect the vehicle; and
  - 5.c. no items contained in the vehicle are visible from outside; and
  - 5.d. such theft results from forcible entry.

In respect of item 5.b. above this condition does not apply where property of £5,000 or less is stored in the unattended vehicle. The cover provided under the exception in sub-paragraph 5 above is subject to a sub-limit of £15,000 and a deductible of £500. This exclusion shall not apply to property in the custody of carriers for hire; or

6. theft from the **Insured Location** or from a locked room or locked cupboard (when away from the **Insured Location**) unless involving **forcible and / or violent entry**.
7. ownership, operation or use of aircraft (including gliders and hang-gliders), watercraft, railroad cars or equipment, motorcycles, motor vehicles or other motorised conveyances, except **Action Motor Vehicles**; or
8. hazardous filming, stunts and special effects unless specifically agreed in writing by the Company.

## Definitions Applicable to Section 1 – Photographer's Property

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(Also refer to the General Definitions at the end of this policy booklet).

The following definitions apply to this section and will keep the same meaning wherever they appear in the Section.

**Insured Location** means the location stated in the **Schedule** where the **Photographer's Property** is usually kept.

**Mobile Communication Property** means cellular telephone, laptop computers, tablets, pagers, personal digital assistants, mobile hand held global positioning systems and other hand held communication devices.

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

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

## Section 2 – Money

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

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

that occurs during the Period of Insurance .

### Special Conditions

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Cover under this Section will apply provided that:

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

### Limit of Liability and Deductible

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

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

### Period of Insurance

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

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

whichever occurs first.

### Exclusions

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1. This Section does not cover loss or damage directly or indirectly arising out of:
2. the use of unregistered postal or courier services for the transit of **Money**; or
3. **Money** left in unattended vehicles; or
4. dishonoured cheques, errors, omissions or unexplained shortage or shortages due to clerical or accounting errors and computer malfunctions; or
5. the Insured voluntarily parting with title or possession if induced to do so by any fraudulent means or pretence by another; or
6. any safe or strongroom being opened by a key left in the **Premises** outside **Business Hours**.

## Definitions Applicable to Section 2 - Money

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(Also refer to the General definitions at the end of this policy booklet).

The following Definitions apply to this section and will keep the same meaning wherever they appear in the Section.

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

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

SAMPLE

## Section 3 – Injury by Assault

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

### Special Conditions

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Cover under this Section will apply provided that:

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

### Limit of Liability and Deductible

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The liability of the Company under this Section for any one **Occurrence** shall not exceed the applicable Sub-Limit relating to the type of **Bodily Injury** suffered by the injured employee stated in the **Schedule**.

The Company's obligations under this Section for any one claim end upon payment for **Bodily Injury** for the injured employee, for whom such payment is made, save for any claim for Temporary Total Disablement.

The Company shall not pay for more than one item in respect of any one person for the same assault resulting in **Bodily Injury** except in respect of **Permanent Total Disablement** or temporary **Total Disablement** and all sums paid under **Temporary Total Disablement** shall be deducted from any sum becoming payable under death or **Loss of Limbs, Loss of Sight, Loss of Hearing** or **Loss of Speech**, the Company being liable only for the balance.

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

### Period of Insurance

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

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

whichever occurs first.

### Exclusions

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This Section does not cover:

1. any person under 16 or over 70 years of age at the time of the assault resulting in **Bodily Injury**; or
2. death, **Loss of Limbs, Loss of Sight, Loss of Hearing, Loss of Speech** or **Temporary Total Disablement** occurring after three calendar months of the date of the assault resulting in **Bodily Injury**; or
3. **Permanent Total Disablement** without proof provided to the Company that the inability to engage in any gainful occupation has continued throughout a period of 104 weeks from the date of the assault resulting in **Bodily Injury** and will continue for the remainder of the injured employee's life; or
4. **Temporary Total Disablement**;

- 4.a. in respect of any one person for more than one hundred and four (104) weeks for any one assault or series of assaults resulting in **Bodily Injury** occurring in any one Period of Insurance; and
- 4.b. until the total amount payable by the Company is ascertained and agreed.

## Definitions Applicable to Section 3 - Injury by Assault

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(Also refer to the General Definitions at the end of this policy booklet).

The following definitions apply to this section and will keep the same meaning wherever they appear in the Section.

**Bodily Injury** means:

1. death; or
2. **Loss of Limbs**; or
3. **Loss of Sight**; or
4. **Loss of Hearing**; or
5. **Loss of Speech**; or
6. **Permanent Total Disablement**; or
7. **Temporary Total Disablement**.

**Loss of Hearing** means the total and irrecoverable loss of hearing.

**Loss of Limbs** means:

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

**Loss of Sight** means:

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

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

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

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

## Section 4 – Property of Others

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

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

### a **Production**.

Under this Section the Company will also indemnify the Insured for **Legal Defence Costs** provided they are incurred with the Company's prior written consent.

## Limit of Liability and Deductible

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

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

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

## Period of Insurance

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

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

whichever occurs first.

## Exclusions

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

1. ownership, operation or use of aircraft (including gliders and hang-gliders), watercraft, railroad cars or equipment, motorcycles, motor vehicles or other motorised conveyances; or
2. shortage on taking inventory, unexplained physical loss, or mysterious disappearance.

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

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

## Section 5 - Employers' Liability and Public Liability

### Sub-Section 5a - Employers' liability

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

1. during the Period of Insurance ; and
2. within the Territorial Limits as noted in the **Schedule**; and
3. the claim by a person or organisation for damages for such **Bodily Injury** is made within the Territorial Limits as noted in the **Schedule**.

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

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

The Company agrees to make payment under this Section in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and regulations made under it, or subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands to the extent required by such legislation. The Insured agrees to reimburse the Company for any payment made by the Company that would not have been made under the terms and conditions of this Policy save for the agreement contained in this provision.

### Sub-Section 5b - Public Liability

The Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of **Bodily Injury, Property Damage** or Nuisance caused by an **Occurrence** in connection with the Insured's business provided that such **Bodily Injury, Property Damage** or **Nuisance** happens:

1. during the Period of Insurance ; and
2. within the Territorial Limits as noted in the **Schedule**; and
3. the claim for damages is made within the Territorial Limits as noted in the **Schedule**.

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

## Limits of Indemnity and Deductible

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

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

### Sub-Section 5a - Employers' Liability

Irrespective of the number of claims, the liability of the Company under Sub-Section 5A for:

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

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

## **Sub-Section 5b - Public Liability**

Irrespective of the number of claims, the liability of the Company under sub-Section 5B – Public Liability for:

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

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

### **Defence Costs**

Under Sub-Section 5a - Employer Liability, payments made under the extension entitled Defence Costs will reduce the amount of the Limit of Indemnity available for any other payment. The remaining amount of such Limit of Indemnity is the most that will be available for any other payment. Under Sub-Section 5b – Public Liability, payments made under the extension entitled Defence Costs shall be in addition to the Limit of Indemnity stated in the **Schedule**.

### **Pollution and Contamination**

1. The amount stated in the **Schedule** for the Public Liability Limit will be the amount of the Pollution and Contamination Limit, per **Occurrence** and in the aggregate, applicable to pollution and contamination. The Pollution and Contamination Limit will be part of (and will not be in addition to) all other Limits of Indemnity.
2. Irrespective of the number of claims or **Occurrences**, the liability of the Company in connection with pollution or contamination under Sub-Section 5B - Public Liability for:
  - 2.a. damages and related claimants' costs; and
  - 2.b. other amounts described as reducing the Limits of Indemnity (see the provision below entitled *Payments that Reduce the Limits of Indemnity*);

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

### **Payments that Reduce the Limit of Indemnity**

1. Payments made under this Section for any of the following will reduce the applicable Limits of Indemnity:
  - 1.a. any damages and related claimants' costs; and
  - 1.b. any amounts under any extension, save as indicated in paragraph 2 below.
2. Unless otherwise indicated, under sub-Section 5b - Public Liability only, payments made by the Company under the extension entitled Defence Costs will not reduce the applicable Limits of Indemnity.

### **Terrorism Limit**

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

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

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

## Extensions

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Extensions are subject to the terms and conditions (including exclusions and Limits of Indemnity) applicable to the Sub-Section under which the extension is provided. The Company's obligations under any extension end when the applicable Limit of Indemnity has been exhausted.

### **Compensation for Court Attendance or Staff Disruption**

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

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

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

Under Sub-Section 5B (Public Liability) only, the Company will indemnify the Insured and, at the request of the Insured, a partner, director, officer or **Employee** of the Insured for necessary and reasonable legal fees and expenses (including prosecution costs awarded) reasonably incurred with the Company's prior written consent, in the defence against a prosecution or an appeal against conviction resulting from an actual or alleged breach of the:

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

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

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

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

### **Data Protection Act 1998 (UK)**

Under Sub-Section 5B - Public Liability only, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay resulting from an **Occurrence** during the Period of Insurance under Section 13 or Section 21 of the Data Protection Act 1998 ('the 1998 Act'), provided that:

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

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

### **Defective Premises Act 1972 (UK)**

Under sub-Section 5B - Public Liability only, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Property Damage** happening during the Period of Insurance to premises which have been disposed of by the Insured. This extension does not apply to any cost of remedying any defect in any such premises.

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

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

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

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

### **Environmental Remediation Costs – UK Statutory Liability**

Under sub-Section 5B - Public Liability only, notwithstanding the exclusion entitled *Pollution or Contamination*, the Company will indemnify the Insured for **Remediation Costs** that the Insured becomes legally liable to pay because the Insured has been required to:

1. incur such **Remediation Costs** by a competent agency or authority acting pursuant to **Environmental Laws**; or
2. reimburse such **Remediation Costs** to a competent agency or authority acting pursuant to **Environmental Laws**;

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

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

This extension will apply provided such **Environmental Damage** happens during the Period of Insurance .

This extension does not apply to any:

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

### **Health and Safety at Work Act 1974 (UK)**

Under this Section, the Company will indemnify the Insured and, at the request of the Insured, partners, directors, officers and **Employees** of the Insured for necessary and reasonable legal fees and expenses (including prosecution costs awarded) reasonably incurred with the Company's prior written consent, in the defence against a prosecution or an appeal against conviction resulting from an actual or alleged breach of the Health and Safety at Work Act 1974 (and regulations made under it)

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

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

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

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

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

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

1. the injury or damage results from activities in connection with the Insured's business;
2. such person or organisation shall observe, fulfil and be subject to the terms and conditions of this Policy;
3. such person or organisation is not entitled to indemnity under any other insurance;
4. such person or organisation has no conflict of interest with the Insured; and
5. the Company shall be entitled (but not obliged) to take over and conduct the investigation, defence and settlement of any claim at its discretion.

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

Under sub-Section 5B - Public Liability only, notwithstanding the exclusion entitled Vehicles, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of **Bodily Injury** or **Property Damage** caused by an **Occurrence** in connection with the Insured's business and resulting from:

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

However, this extension does not apply to any:

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

### **New Acquisitions**

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

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

### **Cross Liabilities**

Under Sub-Section 5B - Public Liability only, where the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each. Provided that the total amount payable in respect of damages shall not exceed the applicable Limit of Indemnity.

### **Unsatisfied Court judgments**

Under sub-Section 5A - Employers' Liability, if an **Employee** sustains **Bodily Injury**:

1. in the course of employment by the Insured; and
2. caused by an **Occurrence** during the Period of Insurance ;  
  
for which a party other than the Insured is legally liable, and the **Employee** is unable to:
  3. enforce a judgment for damages for such injury against such third party, either in part or in whole, within 6 months of the date of the judgment, then the Company will, at the request of the Insured, indemnify the employee up to the amount of the adjudged damages and awarded costs to the extent they remain unsatisfied, provided that:
    - 3.a. the **Employee** assigns the benefit of any judgment to the Company; and
    - 3.b. there is no appeal outstanding against such judgment.
  4. institute or serve proceedings for damages against such third party within a reasonable period of time or at all, then the Company will, at the request of the Insured, pay to the employee an amount equivalent to the sum which would, in the opinion of leading counsel, reasonably be expected to be recovered in proceedings for damages in a court, provided that the **Employee**:
    - 4.a. assigns any cause of action to the Company; and
    - 4.b. provides all reasonable assistance that the Company may require should it become possible to pursue the action.

Necessary and reasonable costs incurred by the **Employee** in compliance with these requirements will be reimbursed by the Company. This extension does not apply to any judgments, claims or proceedings (whether or not instituted and served) in the United States of America, its possessions or territories. The liability of the Company in respect of this extension shall not exceed one million GBP (£1,000,000) in the aggregate.

## Exclusions

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The following exclusions apply to this Section. This Section does not apply to any:

### **Contractual Liability**

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

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

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

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

### **Employment Related Practices**

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

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

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

This exclusion does not apply to damages for **Bodily Injury** under the sub-Section 5A -Employers' Liability only.

### **Fines, Penalties or Restitution**

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

## Exclusions - Sub-Section 5a Employers' liability

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The following exclusions apply to sub-Section 6A - Employers' Liability only.

This sub-Section does not apply to any:

### **Offshore Activities**

*Damages*, loss, cost or expense arising out of **Bodily Injury** sustained by any **Employee** arising out of or in the course of **Offshore Activities**.

### **Road Traffic Legislation**

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

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

## Exclusions – Sub-Section 5b Public liability

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The following exclusions apply to sub-Section 5B - Public Liability only.

This sub-Section does not apply to any:

### **Aircraft, Spacecraft, Aerial or Aerospace Device or Missile Products**

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

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

### **Asbestos**

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

1. actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Asbestos, Silica or Mixed Dust**;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of **Asbestos, Silica or Mixed Dust**; or

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

### **Biological Agents**

Damages, loss, cost or expense arising out of:

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

### **Breach of Professional Duty**

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

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

Damages, loss, cost or expense arising out of any **Property Damage** to:

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

Sub-paragraph 1 of this exclusion does not apply to **Property Damage** to:

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

### **Employees**

Damages, loss, cost or expense arising out of any injury or Damage sustained by any **Employee** arising out of or in the course of employment by the Insured.

### **Pollution or Contamination**

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

1. actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, chemicals, waste materials or other solid, liquid, gaseous or thermal irritants, contaminants or pollutants;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of any irritants, contaminants or pollutants; or
3. claim or proceedings by or on behalf of a government authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of any irritants, contaminants or pollutants.

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

### **Successor Liability**

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

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

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

### **Unauthorised or Unsolicited Communications**

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

### **Vehicles**

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

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

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

## **Definitions Applicable to Section 5 - Employers' Liability and Public Liability**

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(Also refer to the General Definitions at the end of this policy booklet).

The following definitions apply to this section and will keep the same meaning wherever they appear in the section.

**Asbestos** - means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or **Waste**.

**Biological Agents** - means any:

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

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

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

1. supplied by labour only sub-contractors;
2. providing their services on a labour-only basis, including freelancers;
3. engaged in work experience or similar schemes, including internships;

4. providing their services on a voluntary basis;
5. on secondment with the Insured; or
6. hired to, loaned or borrowed by the Insured.

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

**Environmental Laws** - means applicable legislation concerning contamination, pollution or protection of the environment.

**Mixed Dust** - means any combination or mixture of **Asbestos** or **Silica** and any other dust, fibres or particles, in any form, including any presence or use in any alloy, by-product, compound or other material or **Waste**.

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

**Offshore Activities** - means any:

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

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

**Remediation Costs** - means reasonable and necessary costs to clean up or remove environmental damage to which this insurance applies, to the extent required by **Environmental Laws**.

**Silica** - means any silica (including silicates or similar silicon compounds) in any form including any presence or use in any alloy, by-product, compound or other material **Waste**.

**Subsidiary Organisation** - means an entity that the Insured either directly or indirectly controls:

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

**Waste** - means any material to be disposed or recycled, reconditioned or reclaimed.

# General Policy Exclusions

The following exclusions apply to all Sections of this Policy. This Policy does not apply to any:

## **Contractual Liability**

Damages, loss, cost or expense arising out of any liability or obligation assumed in a contract or agreement. This exclusion does not apply to liability for Damages for injury or Damage, to which this Policy applies, that the Insured would have in the absence of such contract or agreement.

## **Deliberate Acts**

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

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

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

This exclusion does not apply to **Bodily Injury** (as defined in either Section 3 or Section 5 as applicable) or **Property Damage** resulting from the use of reasonable force to protect persons or tangible property.

## **Infidelity**

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

1. any Employee (as defined in Section 5), officer, director, partner, trustee or any other authorised representative of the Insured; or
2. others to whom property, otherwise covered under this Policy, may be entrusted (carriers for hire excepted).

## **Intellectual Property Laws Or Rights**

Damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened assertion, infringement or violation by any person or organisation of any Intellectual Property Laws Or Rights.

For the purposes of this General Exclusion Intellectual Property Law or Rights means any:

1. certification mark, copyright or moral right, database right, mask work, semiconductor topography right, patent, design right, trade mark, collective mark or service mark;
2. legally recognised right to or interest in any trade secret, or confidential or proprietary non personal information;
3. other legally recognised right to or interest in any expression, idea, likeness, appearance, image, name, slogan, style or method of doing business, symbol, title, trade dress or other intellectual property; or
4. law relating to passing off, piracy, unfair competition or other similar practice.

## **Lack of Financial Support**

Damages, loss, cost or expense of any nature directly or indirectly caused by or resulting from lack of financial support of any kind.

## **Nuclear**

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

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

## **Terrorism**

1. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
2. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism;

but excepting damages and claimants' costs under sub-Section 5A - Employers' Liability, subject to a Limit of Liability of £5,000,000 in respect of any one **Occurrence** directly resulting from an act of **Terrorism**. If the Company alleges that this exclusion applies, the burden of proving the contrary shall be upon the Insured.

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

## **Uninsured Event**

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

## **War, Dispossession of Property and Civil Commotion**

Damages, loss, cost or expense arising out of:

1. **War**; or
2. seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or
3. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority.

# General Policy Conditions

The following Conditions apply to all Sections of this Policy.

## **Abandonment of Property**

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

## **Apportionment of Defence Costs**

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

## **Arbitration**

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

## **Assignment**

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

## **Audit and Inspection**

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

## **Currency**

Unless otherwise indicated, amounts under this insurance are expressed and payable in the currency stated in the **Schedule**. However, at the Company's discretion, the Company may pay damages, loss, cost or expense in another currency. In the event of damages, loss, cost or expense involving another currency, conversion into or from such currency, then the rate of exchange to apply shall be that applicable on the date of settlement as published in the Financial Times.

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

## **Declarations**

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

## **First Named Insured**

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

## **Fraud**

If the Insured or anyone acting on the Insured's behalf:

1. makes any fraudulent claim;
2. makes any fraudulently exaggerated claim;
3. supports a claim with false or fraudulent documents or statements (whether or not the claim is itself genuine); or

the Company will:

1. refuse to pay the whole of the claim; and
2. recover from the Insured any sums that it has already paid in respect of the claim.

the company may also notify the Insured that it will be treating the Policy as having cancelled with effect from the date of the earliest of any of the acts set out in sub-clauses 1 to 4 above.

In that event, the Insured will:

1. have no cover under the Policy from the date of the cancellation; and
2. not be entitled to any refund of premium.

### **Material Change in Risk**

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

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

### **Multiple Insureds**

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

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

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

### **Other Insurance**

If the Insured is (or but for the existence of this Policy would be) entitled to indemnity under any other insurance, then the Company shall be liable only for the amount by which the Company's liabilities under this Policy exceed the Insured's entitlement to indemnity under such other insurance but excepting the cover provided to third party owners of property only under Sections 1, 4 and 5 of this Policy.

### **Pairs, Sets or Parts**

In the event of loss or damage to any:

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

### **Property of Others**

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

### **Period of Insurance**

For any **Production** that commences prior to the expiration date of the Policy, cover will continue until delivery or for 6 months, whichever occurs first. Provided that such **Production** is included within the **Production Costs** declared.

### **Reasonable Care**

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

1. ensure that only competent **Employees** (as defined in Section 5) are employed;
2. keep all plant, premises, machinery and ways in good repair.

### **Remedies for Non-disclosure or Misrepresentation**

In the event of any non-disclosure or misrepresentation which is neither deliberate nor reckless the Company's proportionate remedy shall be based upon what the Company can demonstrate it would have done if a fair presentation of the risk had been made, as follows:

If the Company:

1. would not have entered into this Policy, then the Company may avoid this Policy but shall return the premium to the Insured;
2. would have entered into this Policy but only on different terms, then the Company may treat this Policy as having included those different terms with effect from Inception; and/or
3. would have entered into this Policy but only at a higher premium, then the Company may proportionately reduce the amount of any claim with effect from Inception.

It is agreed between the Company and the Insured that:

1. the remedies under b) and c) above are cumulative; and
2. the Company's pre-contractual rights are unimpaired where any non-disclosure or misrepresentation is deliberate or reckless.

For the purposes of this Condition, Inception means the commencement of the current Period of Insurance as stated in the Schedule.

### **Security requirements at the Location.**

Minimum security requirements are as follows:

- a 5 lever mortice deadlock conforming to BS3621, 5 lever padlock or 5 lever locking device on all external doors.
- key operated window locks to all accessible windows.
- all security devices must be in operation when the **Location** is left unattended.

### **Third Party Rights**

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

### **Warranties**

1. Subject to paragraph 2 below, breach of any warranty will automatically suspend cover under this Policy until the Insured remedies such breach (if it is possible for the Insured to remedy such breach), with the result that the Company will have no liability to the Insured for any losses occurring which is attributable to something happening, during the period of suspension.

2. This paragraph applies to any term of this Policy which meets the following:
  - 2.a. it does not define the risk as a whole; and
  - 2.b. the remedy for its breach is not expressly set out in this Policy; and
  - 2.c. compliance with the term would tend to reduce the risk of a loss of a:
    - 2.c.(i) of a particular kind; and/or
    - 2.c.(ii) at a particular location; and/or
    - 2.c.(iii) at a particular time

The Company may not rely on breach of such a term to exclude, limit or discharge its liability for any loss if the Insured shows that breach of that term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# General Policy Claims Conditions

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

## **Company's Rights: Investigation, Defence and Settlements**

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

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

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

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

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

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

## **Insured's Duties in the Event of a Claim**

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

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

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

The Insured shall give written notice to the Company of any claim or proceedings as soon as practicable after such claim or proceedings come to the knowledge of the Insured and shall, as soon as practicable, forward to the Company every pre-action letter, demand, notice, summons, claim form or other process received by the Insured.

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

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

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

## **Subrogation**

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

# General Policy Definitions

**Deductible** - means the amount for which the Insured is responsible, as shown on the **Schedule**. For the avoidance of doubt, the amount of the **Deductible** is part of the Limit of Liability or Limit of Indemnity or any other limit applying to any Section and not in addition to such Limit.

**Forcible and / or Violent Entry** – entry evidenced by visible damage to the building or vehicle at the point of entry.

**Legal Defence Costs** - means the costs, fees and expenses incurred for the defence of the Insured in the investigation, defence and settlement of that part of a specific claim covered by Section 4 or 5 of this Policy.

**Location** - means:

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

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

**Production** - means any photographic shoot, including but not limited to :

1. fashion shoot; or
2. editorial; or
3. advertisement or advertising campaign; or
4. feature film, television production, animation productions, webcast, virals or music videos;

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

**Property Damage** - means physical damage to tangible property, including resultant loss of use of such property. Tangible property does not include any software, data or other information in electronic form. All such resultant loss shall be regarded as having happened at the time of the physical damage that caused it.

**Schedule** – means the part of this Policy that details information forming part of this contract and that shows the operative Sections of this Policy

**Terrorism** means:

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

**War** means:

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

or any act or failure to act by government authority or sovereign power (de jure or de facto) in controlling, preventing or suppressing such

3. weapon of war employing atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or war.

SAMPLE

## Contact Us

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Chubb European Group SE

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London EC3A 3BP

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[www.chubb.com/uk](http://www.chubb.com/uk)

## About Chubb

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

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

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

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

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

## Chubb. Insured.<sup>SM</sup>

Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Authorised and supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority (FS Register number 820988). Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.