

CHANNEL FOUR TELEVISION CORPORATION
PRODUCTION INSURANCE SCHEME GUIDE
March 2005

MEDIA INSURANCE BROKERS LIMITED

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BACKGROUND

In the early 1980's when Channel 4 first began to commission programmes from independent producers there was limited television production expertise in the insurance sector and many producers had little experience of insurance related issues.

Channel 4 launched its original insurance scheme in order to facilitate access to a Broker and Insurer with the necessary expertise to put in place a range of essential insurances for Channel 4's programme commissions.

For the producer the scheme offered a prompt and efficient insurance service at cost effective rates. For Channel 4 the existence of the scheme limited the possibility of uninsured risks on productions that the Channel was cash flowing in advance of delivery.

Although the Brokers and Insurers have changed over the years and many producers are now very well informed on insurance matters, the advantages of the scheme remain essentially the same.

The present scheme has been provided by Hiscox Underwriting Limited and brokered by Media Insurance Brokers Limited since January 1997.

The scheme can also be utilised for Interactive Projects but only certain sections may be applicable and such Projects must be discussed with MIB.

This guide is intended to provide essential background information about the Scheme.

For additional information, please contact MIB or refer to Channel 4's Commercial Affairs Department.

INTRODUCTION

The aim of this Guide is to set out for producers, clearly and comprehensively, how the scheme operates, what insurance covers are provided and what terms and conditions apply to each cover.

Producers should understand that:

IT IS THE PRODUCER'S RESPONSIBILITY TO CONSULT WITH MIB IN ORDER THAT ADEQUATE AND APPROPRIATE INSURANCE COVER IS TAKEN FOR EACH CHANNEL 4 PRODUCTION

***THE SCHEME DOES NOT PROVIDE "BLANKET" COVER
(See "What Insurance Covers Does The Scheme Provide?")***

***COVER IS NOT "AUTOMATIC"
(See "How Does The Scheme Work?")***

HEALTH AND SAFETY

Channel 4 is concerned that all independent producers who supply programming to the Corporation are fully aware of their obligations under the law.

As employers, producers have a **LEGAL RESPONSIBILITY** for the health and safety of their employees and any other persons who may be affected by their business activities. Workers who regard themselves as self-employed for tax purposes may be regarded as employees for the purposes of health and safety law. The crucial issue is **CONTROL** of the job. Under whose direction is the individual working?

Health and safety legislation applies to **ALL WORK ACTIVITIES** (including location and office work).

The regulations together with the Production Agreement require all employers to make a suitable and sufficient **ASSESSMENT OF THE RISKS** to the health and safety of their employees at work. The employer must also assess the risks to persons not in their direct employment, e.g. contractors and the general public. For producers this is particularly important given the significant changes in television production in recent years – multi-skilling and smaller crew size; single person camera kits; involvement of the public in programmes; decentralising of training initiatives; increasingly ambitious productions in studios, on location and abroad.

Producers are urged to consult relevant bodies and individuals for advice as to their obligations. In this regard, Producers should note that the **HEALTH & SAFETY EXECUTIVE** publishes a range of relevant information including a guidance leaflet for freelance staff working in Broadcasting. **PACT** has published its recommended **HEALTH AND SAFETY POLICY** and copies can be obtained from the PACT office.

Under current law employers must have:

A HEALTH AND SAFETY POLICY

AN APPOINTED PERSON FROM THE PRODUCTION COMPANY TO ACT AS ITS HEALTH AND SAFETY REPRESENTATIVE

It is the employer's responsibility to:

MAKE AN ASSESSMENT OF ALL RISKS ON THE PRODUCTION

ASSESS THE COMPETENCE OF THOSE INVOLVED IN THE PRODUCTION

Such assessment **MUST** precede consideration of the insurance needs of the production.

Producers cannot insure against their failure to comply with the law. Producers **CANNOT** look to insurance to cover any deficiencies in their planning, organisation and control of production. Therefore, producers must carefully consider the health and safety aspects of their production when arranging insurance cover. Failure to comply with the law could lead to criminal prosecution

All Producers should be able to provide:

- A copy of their health and safety policy
- The identity of their health and safety representative
- Copies of risk assessments for their production/shoots

Producers should also be aware that hazardous situations may not be insurable, or only limited insurance cover may be available. Producers should be clear about the level and limitations of special cover **BEFORE** production commences.

WHAT INSURANCE COVERS DOES THE SCHEME PROVIDE?

Channel 4's insurance scheme consists of a number of essential insurance policies. These are set out in sections A to L of this guide and producers should be aware of the terms and conditions that apply to each.

In addition to the basic insurance policies, Channel 4 purchases essential insurances for filming in **NORTH AMERICA**. These are:

- General Liability Insurance
- Workers Compensation
- Non-Owned Auto

(For further details see "Filming in North America")

To benefit from these arrangements the producer must provide full details of the planned filming to MIB. Additional insurance may be required and producers should discuss this with MIB.

Producers should note that the Scheme will not provide for every insurable event.

Certain covers are **ENTIRELY EXCLUDED** and all scheme insurance covers are subject to **EXCLUSIONS**. Channel 4 and/or The Producer will purchase **SPECIAL COVERS** and (when possible) "buy out" certain exclusions if necessary. Producers should refer such issues to MIB and the applicable Commercial Affairs Manager at Channel 4 as early as possible.

Common examples of special cover include:

- Confiscation
- Detention
- Animals
- Marine
- Motor (both action and unit vehicles)
- Personal Accident (death & disablement)
- Aviation (particularly helicopters)

Such covers can be expensive because they represent filming that involves higher risk. Producers should carry out detailed risk assessment, seeking, if applicable, specialised advice regarding such filming **BEFORE** considering appropriate insurance arrangements [see further information on page 9 under High Risk Filming].

Producers should note that Channel 4 does **not** insure production fees but MIB will provide cover, upon request, at the Producer's expense.

CLAIMS

All claims should be made **AS SOON AS PRACTICABLE** and producers are expected to provide full details to Hiscox via MIB and/or their appointed loss adjuster. **PRODUCERS SHOULD ALSO COMMUNICATE SUCH CLAIMS TO THE COMMERCIAL AFFAIRS MANAGER AT CHANNEL 4.**

The Scheme recognises both the Producer and Channel 4 as the insured party and claim payments may be made directly to the Producer, or in the case of substantial claims and at the direct request of Channel 4, directly to Channel 4 itself.

Channel 4's premium is reviewed and based upon the premium to claims ratio in the previous years. Substantial or numerous claims therefore impact upon the cost of the Scheme.

Deductibles

All insurance policies involve a "deductible" – an amount that is deducted from the claim and not included in a claim payment. Deductibles reduce the premium level paid by Channel 4 and are generally low.

PRODUCERS SHOULD NOTE....

- The **SCHEME** rate and scope of cover is **VERY COMPETITIVE** in the current market and for this to be maintained your support is necessary.
- **THEFT** from **UNATTENDED VEHICLES** is excluded. It is accepted that there may be occasions when leaving items in unattended vehicles is unavoidable, but if so Producers must notify MIB in order to arrange cover.
It is however not considered acceptable for crews to simply leave camera, sound or lighting equipment unattended. It is also **NOT** acceptable to leave equipment in vehicles that are not adequately protected with either a cage or an alarm system. If Producers are in doubt about this issue, please contact MIB.
- It is very common that property goes missing, particularly when no one has been charged with the specific responsibility for its care. Producers must stress to all members of the production team that they must be vigilant at all times and they should be aware that insurers are unlikely to pay for items which “walk off set”.
- Producers should make it clear to freelance members of the production team that their **PERSONAL EQUIPMENT** such as laptops or mobile phones will only be covered by our insurance if **EXPRESSLY AGREED** and will be subject to insurers seeing the written contract incorporating such agreement.
- Failure to comply with the **CAMERA AND STOCK TEST** requirement is a **FUNDAMENTAL BREACH** of the insurance policy.
- We suggest that large amounts of **CASH** should not be carried by members of the production team unless absolutely necessary. If strictly necessary, on such occasions those individuals should be accompanied at all times and strict adherence to the insurance policy maximum limits must be observed.
- **PERSONAL PROPERTY** and **TOOLS OF TRADE** are not generally covered in the **UK** unless specifically agreed in advance. Film Union cover operates **OUTSIDE OF THE UK**, (see Section L), for **PERSONAL BAGGAGE** and **TOOLS OF TRADE**.
- If it is the intention to “**DRY HIRE**” **POST-PRODUCTION EQUIPMENT** please alert Commercial Affairs at an early stage. In most of such situations **CHANNEL 4 WOULD PREFER THAT COVER IS ARRANGED AT THE POINT OF HIRE**.
- **CAST COVER** is dependent upon the outcome of a medical examination or information supplied in the form of a Statement of Health. Producers should arrange such medicals as early as practicable in order to avoid uninsured risk, taking into account that this should not occur more than 4 weeks prior to First Camera Day without **PRIOR** discussion with MIB.
- Please note that under Section L, Film Union, there is a Single Aircraft Accumulation Limit of £ 2,500,000 any one craft, ie, 10 persons x £ 250,000 maximum. Where more than 10 Production personnel are travelling in the same aircraft then MIB must be prior advised and seek Insurers’ approval of an increased Accumulation Limit.
- There is **NO** cover for losses arising out of any Terrorist Act or Terrorist threat, including security alerts.
- There is **NO** cover for losses arising out of Foot and Mouth Disease.
- With specific regard to filming on, under or near **WATER**, Producers must ensure that all property, including all equipment, is properly protected from all foreseeable occurrences.

HIGH RISK FILMING

The Insurance Scheme covers productions that are subject to “normal” risk. Sometimes crews undertake work that involves a higher than normal level of risk. On occasions where filming is scheduled to take place in high risk areas or situations then advance risk assessment can be particularly difficult.

An area may be high risk because of difficult terrain, local health issues, limited medical facilities, hostilities including war or for another reason. A situation may be high risk because of what the Production Company is attempting to capture on film or tape, perhaps involving dangerous or hazardous activities.

In such circumstances the involvement of competent individuals at all stages of production including the planning, preparation and assessment of risk is essential.

In terms of the insurance arrangements the Producers must discuss the proposed filming with MIB as soon as practicable. MIB must be kept informed of all and any changes to the planned filming.

Producers should be aware that the scheme covers available may be limited for filming in high risk areas and situations. Such limitations must be discussed with MIB and indeed with members of the production team. The cast and crew should be made aware of insurance arrangements that may affect them.

Where filming is to take place in a hazardous area of the world a security protocol for filming in potentially hostile countries must be completed. Guidelines for completion of the security protocol are available from the Commercial Affairs Manager.

Details of emergency medical assistance are provided under “Notification of Claims and Emergency Telephone Numbers”.

NOTIFICATION OF CLAIMS AND EMERGENCY TELEPHONE NUMBERS

Any incident which may give rise to a claim should be notified immediately to Media Insurance Brokers.

It is important to emphasise that at all times you should do everything to avoid or diminish any loss or any circumstance likely to give rise to a claim.

In case of emergency where you cannot contact personnel from Media Insurance Brokers out of office hours the following telephone numbers of our Insurer's Loss Adjusters may be used.

The Loss Adjuster's role is to assess claims on behalf of Insurers but they also have considerable knowledge in an enormous variety of claims situations and they should assist you in the mitigation or reduction in the seriousness of the impact of a loss upon your production.

Adams (Adjusters) Ltd
The Glasshouse
49 Goldhawk Road
London
W12 8QP
Telephone: 020 8749 9119
Facsimile: 020 8749 9285

Contact: Nick Adams
Home: 01225 722855
Mobile: 07970 884012

Hyperion Adjusters Limited
64 Queen Street
London
EC4R 1AD
Telephone: 020 7236 8927
Facsimile: 020 7264 3699

Contact: Robert Campbell
Mobile: 07976 942 912

EMERGENCY MEDICAL ASSISTANCE

Call Voyager Assistance on: 0044 (0) 20 8290 4442 and advise that you are covered by Hiscox via MIBL.

Media Insurance Brokers Limited

Palladium House, 1 to 4 Argyll Street, London W1F 7TA
Telephone: 020 7287 5054 Facsimile: 020 7287 0679

St. Georges Buildings, 5 St. Vincent's Place, Glasgow G1 2DH
Telephone: 0141 229 6480 Facsimile: 0141 229 6489

e-mail info@mediainsurance.com

MIB Inc.

111 N. Sepulveda Blvd., Suite # 250, Manhattan Beach, California 90266, USA.
Telephone 001 310 937 1580 Facsimile 001 310 374 2305

Contact numbers outside of office hours

	<u>Mobile</u>	<u>e-mail address</u>
Andrew Allen	07770 948 044	andrew.allen@mediainsurance.com
Boyd Harvey	07770 948 045	boyd.harvey@mediainsurance.com
Lisa McCormick	07850 210983	lisa.mccormick@mediainsurance.com
Richard Moore	07770 948 047	richard.moore@mediainsurance.com
John O'Sullivan	07770 948 046	john.osullivan@mediainsurance.com
Ian Mercer	001 310 937 1580	ian@MIBUS.net

GENERAL INSURANCE TERMS

BASIS OF INSURANCE

The submission and all other information provided in connection with this insurance and accepted by Insurers forms the basis of this insurance and is incorporated into it.

CONDITIONS

These conditions apply to all sections of this insurance.

Insurers shall not be liable to pay any **claim** under this insurance unless **you** comply with all the requirements in the following conditions:

1. **You, your** sub-contractors and **your** employees must:
 - a) Maintain the insured property in good condition and repair.
 - b) Take reasonable steps to safeguard against accident, injury, loss or damage.
 - c) Ensure that all fire alarm systems, security systems and physical protections notified to **Insurers** are fully engaged whenever a location is left unattended.
You must also advise Media Insurance Brokers as soon as reasonably possible if for any reason any such system or physical protection is not working properly. Insurers may then vary the terms and conditions of this insurance.
 - d) Ensure that when a location is left unattended all keys to safes, strong rooms and alarms are either:
 - i) removed from the location, or
 - ii) kept in a locked safe with the keys to the safe removed from the location.
 - e) Advise Media Insurance Brokers as soon as reasonably possible of any change in circumstances during the **period of insurance** which will materially affect this insurance. **Insurers** may then vary the terms and conditions of this insurance.
 - f) Maintain all records, accounts, contracts relating to the **insured production** and allow Insurers at any reasonable time to inspect such documents.
2. If **you** have concealed or misrepresented any material fact or material circumstance relating to this insurance or if **you** make a claim knowing it to be fraudulent, this insurance will become void.
3. This insurance is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales.

CLAIMS PROCEDURE

Insurers shall not be liable to pay any **claim** under this insurance unless **you** comply with all of the following requirements.

If **you** suffer any incident which may give rise to a claim under this insurance;

1. **You** must notify the police as soon as reasonably possible if **you** suspect a crime has been committed.
2. **You** must make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any **claim**.
3. **You** must give **Insurers** or their representatives an opportunity, where practical, to inspect the damage before work begins, so that they may approve any estimate for repair work to damaged property.
4. **You** must report in writing to Media Insurance Brokers with copies to Channel 4 as soon as reasonably possible with full details of any loss or damage, any **claim** made against **you** or any circumstance which may subsequently give rise to a **claim** under this insurance and give all information and assistance that **Insurers** or their appointed representatives may require.

5. **Insurers** shall be entitled to instruct their solicitors to act on **your** behalf. **Insurers** shall be entitled at their discretion to take over and conduct in **your** name the investigation, defence or settlement of any **claim** and to pursue any right of recovery in **your** name following any payment which they make under this insurance. **You** must give Insurers any information or assistance they may reasonably require for this purpose. **Insurers** will not pursue any **claim** against any of **your** past or present directors or employees unless the **claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that person.
6. In respect of Sections H, I and J:
 - a) **You** must forward to Media Insurance Brokers every writ, summons, legal process, letter or other communication in connection with any circumstance which may give rise to a **claim** immediately upon receipt.
 - b) **You** must not admit liability or make an offer or promise of payment or agree to settle any **claim**.
 - c) If Insurers wish to settle any **claim** and **you** decide to continue to contest that **claim**, then **Insurers'** liability for that **claim** will not exceed the amount for which the **claim** could have been settled less the excess. Any costs incurred by **you** after that date will be **your** responsibility. If **Insurers** decide to make a payment up to the **amount insured** the payment will represent a total discharge of any further liability of Insurers in connection with that **claim**.

EXCLUSIONS

These exclusions apply to all sections of this insurance.

Insurers do not cover:

1. Loss or damage caused by or resulting from the infidelity or dishonesty of **you** or **your** employees.
2. Fines, penalties, punitive or exemplary damages, or liquidated damages (other than loss of rental or hire income under Section H).
3. Loss, damage or liability arising directly or indirectly from or in any way connected with seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.
4. Loss or damage arising directly or indirectly from or in any way connected with nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
5. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, (but under Section L see General Exclusion 4).
6. Loss or damage caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
7. Any claim which, but for the existence of this insurance, would be paid under any other insurance policy.
8. Loss or damage caused by or resulting from Foot and Mouth Disease.
9. Loss or damage caused by or resulting from Terrorist Act or Terrorist threat, including security alerts.

10. Loss or damage caused by or resulting from financial insolvency or default.

**OTHER
INSURANCE
POLICIES**

Insurers are only liable to the extent that any other valid insurance would fail to cover any **claim** if this insurance had not been issued.

SECTION A - CAST

You should check the cover note to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay for the **extra expenses** which result solely and directly from the death or **bodily injury** occurring, or **illness** first becoming apparent, of the **named person** during the period from the commencement of their contract with **you** to the end of **principal photography**, or a time frame specifically agreed by **Insurers**.

Alternatively in the event that **principal photography** is reasonably and necessarily abandoned as a result of the death or **bodily injury** or **illness** of the **named person** **Insurers** will reimburse **you** for the actual costs incurred (excluding insurance premiums) up to the date on which the decision is taken to abandon.

Cover will be limited to **extra expenses** resulting from **accidental** bodily injury and/or **accidental death** only for each **named person** until **Insurers** have approved their medical information. If **Insurers** require a medical examination, it is to be completed no more than four weeks before the first camera day.

The amount **Insurers** will pay in settlement of a claim will never be more than the **amount insured**.

EXCLUSIONS

Insurers do not cover:

1. Anyone under the age of 9 or over the age of 70, unless specifically agreed and approved by **Insurers**.
2. Death, **bodily injury** or **illness** directly or indirectly caused by or resulting from:
 - a) Taking part in any hazardous activity unless specifically approved
 - b) Flying as a pilot unless specifically approved
 - c) Pregnancy or childbirth unless specifically approved
 - d) Suicide or intentional self-injury whether the **named person** is sane or insane
 - e) A criminal act by **you** or the **named person**
 - f) Any condition or physical disability of the **named person** which existed before the death, **bodily injury** or **illness** unless accepted by our **Insurers**.

CONDITIONS

Insurers will not be liable to pay any **claim** under this section unless **you** comply with all the requirements in the following conditions.

1. Medical Care

In the event of **bodily injury** or **illness** the **named person** must immediately consult a duly qualified medical practitioner and follow any medical advice given.

All medical records, notes and correspondence relevant to a **claim** or a related pre-existing condition must be made available by the **named person** on request to any medical adviser appointed by **Insurers'** appointed representative or on their behalf, and such medical adviser will, for the purpose of reviewing the **claim**, be allowed to examine the **named person** as often as may reasonably be considered necessary.

2. Notice and proof of loss

Notice of any **bodily injury** or **illness** which results or may result in a **claim** under this insurance must be given to Media Insurance Brokers immediately. In the event of a **claim**, proof of loss consisting of evidence of continuing medical

care, the date of **bodily injury** or **illness** first becoming apparent and its cause and extent must be given within 60 days.

You must give **Insurers** or their appointed representative such relevant information and evidence as may reasonably be required and co-operate fully in the adjustment of the **claim**.

3. Stop Date Period

You must ensure that all **named persons** have a reasonable **contractual stop date** of not less than 14 days from the end of their role as scheduled within the period of **principal photography**. The **contractual stop date** must be notified and agreed by **Insurers** prior to the commencement of this insurance.

4. Abandonment

In the event **Insurers** agree to the abandonment and before payment of a total loss, **Insurers** reserve the right, at their option, to become the sole owners of all rights in the **insured production**, including title and interest in **negatives, videotape**, artwork, story boards and other materials in respect of the **Insured production** including all copies, and **you** will do all that is necessary to transfer these to them.

DOCTORS TO BE USED FOR CAST INSURANCE MEDICAL EXAMINATIONS

UNITED KINGDOM LONDON

1. Soho Medical Practice
29-30 Frith Street
London W1V 5TL

Tel: 020 7437 3880
Fax: 020 7437 3263

Dr Jack Edmonds & Dr Paul Ettliger
The Devonshire Clinic
Flat A, 21 Devonshire Place
London W1N 1PD

2. Dr John Gayner
6b Sloane Square
London SW1 8EE

Tel: 020 7730 3700
Fax: 020 7730 6500

Tel: 020 7935 8666
Fax: 020 7935 6370

3. Cadogan Place Practice
79 Cadogan Place
London SW1X 9RP

Tel: 020 7235 4842/5850
Fax: 020 7235 9171

GLASGOW

Dr Gordon Martin
Maryhill Health Centre
Shawpark Street
Glasgow G20

Tel: 0141 531 8700
Fax: 0141 531 8707

MANCHESTER

Dr Edgar Hershon
25 St John Street
Manchester
M3 4DT

Tel: 0161 907 3638
Fax: 0161 835 1413

MANCHESTER

Granada Medical Centre
Granada Television
60 Quay Street,
Manchester M60 9EA

Tel: 0161 827 2507
Fax: 0161 827 2531

USA

NEW YORK

1. Dr Louis Katz
20 Fifth Avenue
New York, New York
10011

Tel: 212 420 0011
Fax: 212 529 4853

2. Dr Eli Stern
245 East 63rd Street
New York, New York
10021

Tel: 212 838 5095

LOS ANGELES

3. Dr Paula Schoen
1125 Beverly Drive, Suite 110
Los Angeles, California
90035

Tel: 818 705 3434

Doctors in other territories of the world can be provided upon request to Media Insurance Brokers.

SECTION B – NEGATIVE / VIDEOTAPE/ FAULTY STOCK

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay for the **extra expenses** which result solely and directly from physical loss or physical damage to **negative** or **videotape** occurring during the **period of insurance** and before a protection print or duplicate tape has been completed and removed from the premises where the **negative** or **videotape** is located.

Alternatively in the event that **principal photography** is reasonably and necessarily abandoned as a result of the physical loss or physical damage to **negative** or **videotape**, **Insurers** will reimburse you for the actual costs incurred (excluding insurance premiums) up to the date on which the decision is taken to abandon.

The amount **Insurers** will pay in settlement of a **claim** will never be more than the **amount insured**.

EXCLUSIONS

Insurers do not cover loss or damage caused by or resulting from:

1. natural ageing or gradual deterioration.
2. errors of judgement including those in exposure, lighting and sound recording.
3. faulty manipulating, or errors of the camera operator or of the assistants.
4. use of incorrect raw film stock or videotape.
5. exposure to light.

CONDITIONS

Insurers will not be liable to pay any **claim** under this insurance unless **you** comply with all the requirements in the following conditions.

1. In the event **Insurers** agree to the abandonment and before payment of a total loss, **Insurers** reserve the right, at their option, to become the sole owners of and reserve the right to take possession of all rights in the **insured production**, including title and interest in **negative, videotape**, artwork, story boards and other materials in respect of the **insured production** including all copies, and **you** will do all that is necessary to transfer these to them.
2. Immediately prior to filming **ALL CAMERAS, LENSES, RAW FILM STOCK AND VIDEOTAPE AND ASSOCIATED EQUIPMENT** must be checked and proved satisfactory for the purpose and manner in which they are intended to be used.
3. **FILM** must be processed at least every **48 HOURS** or at intervals to be agreed specifically with Media Insurance Brokers.
4. **You** must pay the excess shown in the covernote in respect of losses arising from:
 - a) The use of faulty materials, cameras, sound equipment, tracks, or faulty developing, editing or processing. If such faults result in exposure to light, **Insurers** will not apply exclusion 5 above.
 - b) Aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire.
5. **You must make every reasonable effort to determine and act upon the security procedures at all customs areas through which you intend to transport raw and/or exposed film stock or videotape in order to fully protect the material from damage.**

SECTION C – EXTRA EXPENSE

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay for the **extra expenses** which result solely and directly from physical loss or physical damage occurring during the **period of insurance** to the property or facilities used by **you** for the **insured production**.

Alternatively in the event that **principal photography** is reasonably and necessarily abandoned as a result of the physical loss or physical damage to such property or facilities, **Insurers** will reimburse **you** for the actual costs incurred (excluding insurance premiums) up to the date on which the decision is taken to abandon.

The amount **Insurers** will pay in settlement of a **claim** will never be more than the **amount insured**.

EXCLUSIONS

Insurers do not cover losses arising from:

1. Damage caused by or resulting from:
 - a) Natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
 - b) Aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire;
 - c) Repairing, restoring or any similar process;
 - d) Breakage of glass or brittle articles including lighting unless caused by fire, lightning, earthquake, theft or attempted theft.
2. Property stored outside and damaged by rain, sleet, snow, frost, hail or wind.
3. Mysterious disappearance or unexplained loss.
4. Loss or shortage discovered while taking inventory.
5. Electrical or mechanical fault or breakdown other than verifiable fault or breakdown of generators or of camera equipment within the camera body, its attached lenses or its battery packs, lighting equipment, computer circuit boards on motion control rigs and post production equipment..
6. **Negatives** or **videotape**.
7. Animal Extra Expense unless specifically approved in advance and subject to a satisfactory Veterinarian's Certificate.
8. Your own deliberate act, omission or instructions.

CONDITIONS

Insurers will not be liable to pay any **claim** under this insurance unless **you** comply with all the requirements in the following conditions.

In the event **Insurers** agree to the abandonment and before payment of a total loss, **Insurers** reserve the right, at their option, to become the sole owners of all rights in the **insured production**, including title and interest in **negatives, videotape, artwork, story boards** and other materials in respect of the **insured production** including all copies, and **you** will do all that is necessary to transfer these to them.

SECTION D – TECHNICAL EQUIPMENT

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay up to the **amount insured** for physical loss or physical damage to technical equipment occurring during the **period of insurance** which is either **yours** or in **your** care, custody or control and is being used for the **insured production**. Technical equipment includes cameras, camera equipment, sound and lighting equipment, portable electrical equipment, mechanical effects equipment and grip equipment. It does not include:

1. **Negative or videotape.**
2. Aircraft, watercraft or vehicles.
3. Works of art, jewellery, watches or furs.
4. Buildings.
5. Props, sets or wardrobe as covered under Section E.
6. Animals.
7. Tools of trade including those of carpenters and electricians.

EXCLUSIONS

Insurers do not cover losses arising from:

1. Damage caused by or resulting from:
 - a) Natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
 - b) Aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire;
 - c) Repairing, cleaning, maintenance or any similar process;
 - d) Rain, sleet, snow, frost, hail or wind to property stored outside.
2. Anything insured under Section E (Props, Set and Wardrobe) of this policy
3. Mysterious disappearance or unexplained loss.
4. Electrical or mechanical fault or breakdown.
5. Consequential loss
6. Losses arising from **your** own deliberate act, omission or instructions.
7. Loss or damage to property insured under this section in or on unattended vehicles.

BASIS OF SETTLEMENT

Insurers will pay the market value immediately prior to the loss or, if hired, the contractual value as specified. In the event of partial loss or damage they will pay for the repair plus any resulting depreciation, but in no event will they be liable for more than the market value or contractual value.

SECTION E – PROPS, SET AND WARDROBE

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay up to the **amount insured** for physical loss or physical damage to props, sets and wardrobe occurring during the **period of insurance** which are either **yours** or in **your** care, custody or control and are being used for the **insured production**. Technical equipment includes cameras, camera equipment, sound and lighting equipment, portable electrical equipment, mechanical effects equipment and grip equipment. This does not include:

1. Technical equipment as covered under Section D.
2. **Negative or videotape.**
3. Aircraft, watercraft or vehicles.
4. Works of art, jewellery, watches or furs with a total value of over £5,000.
5. Buildings
6. Animals

EXCLUSIONS

Insurers do not cover:

1. Loss or damage caused by or resulting from:
 - a) Natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
 - b) Aridity, humidity, exposure to light or extremes of temperature unless such Loss or damage is caused by storm, frost or fire;
 - c) Repairing, retouching, restoring or any similar process;
 - d) Rain, sleet, snow, frost, hail or wind to property stored outside.
2. Breakage of glass or brittle articles including ornamental lighting unless caused by fire, lightning, earthquake or attempted theft;
3. Mysterious disappearance or unexplained loss;
4. Electrical or mechanical fault or breakdown;
5. Losses arising from your own deliberate act, omission or instruction;
6. Loss of or damage to property insured under this section in or on unattended vehicles;
7. Animals for All Risks of Mortality unless specifically approved in advance and subject to a satisfactory Veterinarian's Certificate.

BASIS OF SETTLEMENT

Insurers will pay the market value immediately prior to the loss or, if hired, the contractual value as specified. In the event of partial loss or damage they will pay for the repair plus any resulting depreciation, but in no event will they be liable for more than the market value or contractual value.

SECTION F – WORKS OF ART, JEWELLERY, WATCHES AND FURS

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay up to the **amount insured** for physical loss or physical damage occurring during the **period of insurance** to works of art, jewellery, watches or furs as listed in the covernote which are either **yours** or in **your** care, custody or control and are being used for the **insured production**.

EXCLUSIONS

Insurers do not cover:

1. Loss or damage caused by or resulting from:
 - a) Natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
 - b) Aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire;
 - c) Repairing, retouching, restoring or any similar process;
2. Loss of or damage to jewellery or watches unless such items are:
 - a) Being worn or
 - b) Being carried by hand under **your** personal supervision or
 - c) Deposited in a bank or locked safe, unless **you** are staying at an hotel or motel and such items are kept in the principal safe of the hotel or motel.
3. Loss of or damage to works of art in transit unless packed and unpacked by competent professional packers.
4. Electrical or mechanical fault or breakdown.
5. Loss of or damage to property insured under this section in or on unattended vehicles.

BASIS OF SETTLEMENT

The basis of settlement will be the value agreed by **Insurers** and shown in the covernote. **Insurers** will not be liable for more than the agreed value. They will at **your** option repair, replace or pay for the lost or damaged article.

In the event of partial loss or damage to any item insured the amount payable will be the cost and expense of restoration plus any resulting depreciation but not exceeding the agreed value.

In the event of loss or damage to an insured item which has an increased value because it forms part of a pair or set, any payment under this insurance shall take account of the increased value.

In no event will **Insurers** be liable for more than the **amount insured**.

Following payment of the full **amount insured** for any item, pair or set, **Insurers** reserve the right to become the full owners and take possession of the item, pair or set.

SECTION G – PRODUCTION OFFICE CONTENTS, CASH AND CHEQUES

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay **you** up to the **amount insured** for physical loss or physical damage occurring during the **period of insurance** to the contents while within the **production office**.

They will also pay for loss of cash or **cheques** belonging to **you** or for which **you** are legally responsible in connection with the **insured production** while:

1. Within the **production office**;
2. In the personal custody of a director or partner or of any employee authorised by **you**;
3. Within the home of an employee authorised by **you**; or
4. In a safe, strongroom or vault of an hotel.

EXCLUSIONS

Insurers do not cover:

1. Loss or damage caused by or resulting from:
 - a) Wear and tear, natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
 - b) Aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire;
 - c) Clerical or accounting error or omission or computer error or malfunction;
 - d) Repairing, cleaning, maintenance or any similar process;
 - e) Theft unless violent means are used to gain entry or exit.
2. Loss of or damage to property insured under this section in or on unattended vehicles.
3. Mysterious disappearance or unexplained loss.
4. Loss discovered whilst taking inventory.
5. Electrical or mechanical fault or breakdown.
6. Loss of or damage to data from any cause whatsoever.
7. Depreciation.
8. Consequential loss.
9. Loss of cash or **cheques** occurring while the **production office** is closed for business or is left unattended, unless they are kept in a locked safe with the keys removed. However up to £500 may be kept in a cash box with the keys removed.
10. Loss due to forgery, deception or fraud.

BASIS OF SETTLEMENT

The amount **Insurers** will pay in settlement of a **claim** will never be more than the **amount insured**. The basis upon which **your claim** will be settled is as follows:

For items which have been:

- a) Lost or destroyed, **Insurers** will pay the replacement cost after an allowance for depreciation;

- b) Damaged, **Insurers** will pay the cost of repairing the damaged item to a condition substantially the same as but not better or more extensive than its condition when new.

CONDITION

Insurers will not be liable to pay any **claim** under this insurance for cash and **cheques** unless **you** keep a record of them in a secure place apart from the cash and **cheques** themselves.

SECTION H – THIRD PARTY PROPERTY DAMAGE

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will indemnify **you** up to the **amount insured** for any amount which **you** may become legally liable to pay for physical damage to or loss of use of property of others caused by an **accident** occurring during the **period of insurance** while it is in **your** care, custody or control and being filmed or to be filmed in the **insured production**. We will also pay your **defence costs**.

EXCLUSIONS

1. **Insurers** do not cover:
 - a) A deliberate or reckless act or omission by **you** or **your** agent or employee or at **your** or their direction.
 - b) The failure by **you** or **your** agent or employee to provide proper care.
 - c) Loss of use or damage to premises rented by **you** and which are to be used for purposes other than filming
 - d) Physical loss or physical damage to
 - i) motor vehicles, trailers, aircraft or watercraft
 - ii) personal property or any hired or leased equipmentother than loss of use.
2. **Insurers** do not cover any amount which you are legally liable to pay following any judgement or award given or made outside the courts of the **United Kingdom**. This exclusion also applies to the enforcement of any such award in any of the courts of the **United Kingdom**.

SECTION I – EMPLOYER’S LIABILITY

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will indemnify **you** up to the **amount insured** against any **claim** for damages which **you** may become legally liable to pay for **accidents** occurring during the **period of insurance** which cause **bodily injury** or disease to any person employed by **you** in connection with the **insured production** and arising out of their employment on the **insured production**. They will also pay your **defence costs**.

Employer’s Liability Compulsory Insurance Clause:

Additionally **Insurers** agree to provide indemnity 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 or the Channel Islands, but **you** must repay to **Insurers** all sums paid by **Insurers** which they would not have been liable to pay under the terms of this insurance otherwise.

EXCLUSIONS

Insurers do not cover liability arising out of:

1. Circumstances of which **you** were aware or ought objectively to have been aware before the **period of insurance**.
2. Any contract where **your** liability is greater than the liability **you** would have at law without the contract.
3. Claims from employees who are not citizens of the **United Kingdom** or the European Union.
4. Any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**, other than the set or theatrical property used for the **insured production**.
5. Wrongful specification or professional advice given by **you** to a third party.

Please note that under Employer’s Liability (Compulsory Insurance) Regulations 1998, you are required to keep a copy of your Employer’s Liability Certificates for 40 years.

SECTION J – PUBLIC LIABILITY

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will indemnify **you** up to the **amount insured** against any **claim** for which **you** may become legally liable to pay for **accidents** occurring during the **period of insurance** which cause **bodily injury** or disease or loss of or damage to property in connection with the **insured production**. They will also pay your **defence costs**.

EXCLUSIONS

Insurers do not cover liability arising out of:

1. Any **bodily injury** or disease caused to any person employed by **you** in connection with the **insured production** arising out of their employment on the **insured production**.
2. Loss of or damage to property owned by **you** or in **your** care, custody or control, other than personal property of employees, directors, partners or visitors.
3. Premises including fixtures and fittings owned or rented by **you**, unless the property is to be used for filming, or because liability arises only from **your** agreement to maintain insurance in force.
4. **Bodily injury**, disease or loss of or damage to property caused by an animal (except dogs which are not designated dangerous under the Dangerous Dogs Act 1991, cats or horses).
5. Transmission of any communicable disease.
6. Circumstances of which **you** were aware or ought objectively to have been aware before the **period of insurance**.
7. The ownership, possession or use by **you** or on **your** behalf of any land or buildings other than as specified above, any aircraft, watercraft unless under 30 feet long and used in inland or territorial waters, vessel or any mechanically propelled vehicle which requires insurance under the Road Traffic Act.
8. Any contract where **your** liability is greater than the liability **you** would have at law without the contract.
9. Filming operations or constructing sets in the United States of America or Canada.
10. Any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**, other than the set or theatrical property used for the **insured production**.
11. Wrongful specification or professional advice by **you** to a third party.

Insurers do not cover any amount which **you** are legally liable to pay following any judgement or award given or made outside the courts of the **United Kingdom**. This exclusion also applies to the enforcement of any such award in any of the courts of the **United Kingdom**.

SECTION K – CONTINGENT PERSONAL ACCIDENT

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will pay **you** up to £ 250,000 if the **insured person** suffers **bodily injury** while actually working on the **insured production** which results in the **insured person's accidental death** or **permanent incapacity**.

If the consequences of any **bodily injury** are aggravated by any pre-existing condition of the **insured person** which existed before the **bodily injury** occurred, the amount paid will be reduced to take account of any such condition. A pre-existing condition is any physical or mental condition, disability or infirmity for which the **named person** sought or received medical treatment or consultation at any time before the inception of this insurance.

EXCLUSIONS

Insurers do not cover death or **bodily injury** directly or indirectly caused by or resulting from:

1. Suicide or intentional self-injury.
2. A criminal act by the **insured person**
3. Stunt work or any other hazardous activities
4. The **insured person** abusing or having abused, or being under the influence of alcohol, drugs or controlled substances, other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **insured person**.

CONDITIONS

Insurers will not be liable to pay any claim under this insurance unless **ALL THE REQUIREMENTS IN THE FOLLOWING CONDITIONS ARE COMPLIED WITH:**

Medical care

In the event of **bodily injury** the **insured person** must place himself or herself under the care of a duly qualified medical practitioner at the earliest opportunity. Any payment under this insurance will only be made in the event the **insured person** continues under medical supervision.

All medical records, notes and correspondence relevant to a claim or a related pre-existing condition must be made available by the **insured person** on request to any medical adviser appointed by **Insurers** and such medical adviser or advisers will, for the purpose of reviewing the claim, be allowed to examine the **insured person** as often as may reasonably be considered necessary.

Notice and proof of loss

Notice and written proof of loss must be given to **Insurers** as soon as reasonably possible, and on no account later than 30 days after the date of the **bodily injury**, which results or may result in a **claim** under this insurance. Proof of loss shall consist of evidence of continuing medical care, the date of the **bodily injury** and the cause and extent of the **permanent incapacity**.

SECTION L – FILM UNION

You should check the covernote to see whether this section is in force.

Please refer to the general conditions, **claims** procedure and exclusions. In addition, the terms shown below will apply to this section.

COVER

Insurers will cover **you** up to the limits shown in this insurance for each **named person** on each **trip**. The cover starts at the time the **named person** leaves their departure point in the **United Kingdom** and ends at the time the **named person** arrives back in the **United Kingdom** or at the time the **named person's** employment on the **insured production** ends, whichever is the earlier.

Personal accident and illness

Insurers will pay **you** if the **named person** suffers **bodily injury** or contracts an **illness** during a **trip** which results in their **accidental death, permanent incapacity, temporary incapacity or loss of limb** or eye.

Insurers will also indemnify **you** against any payments made to the **named person** in order to provide similar cover to the National Insurance Benefit to which the **named person** would have been entitled had the **accident or illness** occurred in the **United Kingdom**.

Insurers will pay up to:

- (i) £ 250,000 for **accidental** death but no more than £2,500 if the **named person** is under 16
- (ii) £ 250,000 for **permanent incapacity or loss of limb** or eye
- (iii) £750 per week for **temporary incapacity** after the first seven days of incapacity have elapsed, for up to fifty two weeks after the date of the **accident or illness** first becoming apparent.

The most **Insurers** will pay in all will not exceed £ 250,000. Please note that General Exclusion 9, (on Page 13), in respect of Terrorism may be lifted, depending upon the circumstances, in non-hazardous locations and subject to the prior approval of **Insurers** via MIB. If the consequences of any **bodily injury** are aggravated by any pre-existing condition of the **named person**, the amount paid will be reduced to take account of that condition. A pre-existing condition is any physical or mental condition, disability or infirmity for which the **named person** sought or received medical treatment or consultation at any time before the start of the **trip**.

Medical and emergency travel expenses

Insurers will pay **you** up to £500,000 for the following necessary expenses incurred outside the **United Kingdom** if the **named person** dies, is injured or becomes ill during a **trip**:

- a) expenses for emergency medical, surgical or hospital treatment including compulsory quarantine and emergency dental treatment. This also includes qualified attendants and repatriation to the **United Kingdom** by the most suitable means if this is certified necessary by a qualified medical practitioner.
- b) Reasonable additional travel and accommodation expenses the **named person** incurs on medical advice, including travel expenses to return the **named person** home if they are unable to complete the **trip** as originally planned.
- c) Reasonable travel and accommodation expenses of a relative or friend who is required on medical advice to join the **named person**, remain with them or accompany the **named person** home.
- d) Funeral expenses abroad or the cost of transporting the **named person's** remains to the **United Kingdom**.

The following additional exclusions apply to Medical and Emergency Travel Expenses.

Insurers will not pay for:

- A. The cost of continuing medication which the **named person** had been taking before the start of the trip.
- B. Any treatment carried out more than 12 months after the date during the **trip** when the **named person** was injured or first became ill.

Contingent loss

Insurers will pay **you** up to £ 50,000 for the direct loss suffered by **you** directly resulting from the failure to complete the **insured production** due solely to the death of the **named person** during the **period of insurance**.

You warrant that **you** have made all reasonable enquiries to establish that the **named person** does not suffer any physical impairment, mental impairment or medical condition which may increase the risk of non performance of the **insured production**, and that **you** have disclosed to Media Insurance Brokers all such information known by **you**. **You** must immediately disclose to **Insurers** all further information which comes to **your** attention at any time either before or after the inception of this insurance which does or may indicate the existence of any such impairment or medical condition.

You must not disclose the existence of this insurance.

Personal baggage

Insurers will pay **you** up to £ 1,250 in respect of loss of or damage to baggage and personal effects owned by the **named person** or for which they are responsible and £250 in respect loss of the **named person's** personal cash or personal **cheques** occurring during the **trip**.

Insurers will pay claims based on the cost price of comparable new articles less an appropriate allowance for age and condition.

The most **Insurers** will pay for any one item is £ 300.

Delayed baggage

Insurers will pay up to £250 in all in respect of the cost of purchasing emergency replacement clothing, toiletries and other necessary items if on arrival at the **named person's** outward destination they are deprived of their baggage for more than 12 hours because of temporary loss or misdirection by the carrier. The amount paid for delayed baggage will be deducted from the total baggage claim becoming payable under this Section if the baggage proves to be permanently lost.

The following additional exclusions apply to Personal and Delayed baggage

Insurers will not pay for:

- (i) Damage due to wear and or gradual deterioration
- (ii) Losses due to theft which are not reported to the police within 24 hours of discovery (and for credit cards to the issuer of the card.)
- (iii) Depreciation in value; shortage caused by error or omission.

Hijack

If, in the course of a trip, the transport on which the **named person** is travelling is hijacked **Insurers** will pay:

- a) An allowance of £ 100 per day for which the **named person** is detained by hijackers
- b) The additional cost of travel and accommodation expenses necessarily incurred as a direct result of the **named person** being hijacked.

The most **Insurers** will pay in all during the **trip** is £5,000 for each **named person**.

**GENERAL
CONDITION**

Medical attention

Insurers shall not be liable to pay any **claim** for Medical Expenses for Personal Accident unless the **named person** places himself or herself under the care of a qualified medical practitioner at the earliest opportunity following injury or illness. Any payments under this insurance will only be made if the **named person** continues under medical supervision.

The **named person** must make available all medical records, notes and correspondence relevant to a **claim** or a related pre-existing condition on request to any medical adviser appointed by **Insurers** and such medical adviser will, for the purpose of reviewing the **claim**, be allowed to examine the **named person** as often as may reasonably be considered necessary.

GENERAL EXCLUSIONS

These exclusions apply to the whole of Section L.

1. **Insurers** do not cover any **trip** that:
 - (i) Is booked or begins:
 - a) While the **named person** is recovering from a serious injury or **illness**,
 - b) When the **named person** has been advised not to travel on medical grounds;
 - c) After the **named person** has received a terminal prognosis
 - (ii) Is for the purpose of obtaining medical treatment;
 - (iii) Is expected at the date of booking or at the start to include dangerous or unusual activities.
2. **Insurers** will not be liable for any claim:
 - (i) Arising out of a medical condition which the **named person** knew about at the time the **trip** was booked, unless the condition is normally stable and under control.
 - (ii) Arising out of a set of circumstances which the **named person** knew about at the time the **trip** was booked unless the circumstances could not reasonably have been expected to result in a **claim**.
 - (iii) Resulting from the **named person's** participation in :
 - a) Potholing, caving, hang-gilding, parachuting, parascending, paragliding, mountaineering or rock-climbing which normally requires the use of ropes or guides, scuba diving, any kind of race or endurance test.
 - b) Flying as a pilot.
 - (iv) Resulting from:
 - a) The **named person** abusing or having abused or being under the influence of alcohol, drugs or controlled substances, other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **named person**.
 - b) The **named person's** suicide or intentional self-injury or deliberate exposure to unnecessary danger (except in an attempt to save human life);
 - c) Any criminal act by the **named person**.
 - (v) Arising out of pregnancy or childbirth within three months of the estimated date of delivery.
3. **Insurers** do not cover anyone under 9 years old or over 65 at the start of the **trip**.
4. In respect of Section L, General Exclusion 5, (in GENERAL INSURANCE TERMS above), of this insurance is deleted and replaced as follows:

Insurers do not cover any claim caused by or resulting from:

War, whether declared or not, hostilities or any act of war

 - (i) Between the United States of America, China, France, Great Britain, any member state of the Commonwealth of Independent States, or
 - (ii) In Europe involving any of the above countries (other than purely peacekeeping activities by or on behalf of the United Nations)

Unless the **named person** is actually travelling when war breaks out or hostilities commence or an act of war first occurs, but cover is limited to a maximum of 7 days from the declaration of war or from the start of such hostilities or acts.

Please note that there is a Single Aircraft Accumulation Limit of £ 2,500,000 any one craft.

FILMING IN NORTH AMERICA

The insurance requirements for North America, (USA and Canada), centre upon the use of motor vehicles, the hire of local labour/crew, General Liability insurance and obtaining permits that may be necessary to filming.

All of these insurances can be arranged by Media Insurance Brokers so please discuss any work to be carried out in North America with them prior to departure from the UK.

USE OF NON-OWNED, HIRED OR BORROWED VEHICLES

Legislation varies between USA and Canada and from state to state and province to province in North America so it is therefore vitally important to check the adequacy of the cover provided for motor vehicles.

HIRE OF LOCAL LABOUR / CREW

It may be necessary for you to provide Workers Compensation insurance arising from the employment of local crew or personnel. Please discuss this with Media Insurance Brokers in detail before departure from the UK.

GENERAL LIABILITY INSURANCE

Public Liability insurance effected in the UK by Media Insurance Brokers excludes filming and production in North America and consequently separate insurance must be arranged.

Special certification may be needed where the local USA or Canadian Film and Television permit office requires evidence of your General Liability insurance.

Contact Media Insurance Brokers, London or Ian Mercer and Gabriela Padilla at

MIB Inc.

111 N. Sepulveda Blvd., Suite # 250, Manhattan Beach, California 90266, USA.
Telephone 001 310 937 1580 Facsimile 001 310 374 2305

DEFINITIONS

<i>Accident/ Accidental</i>	A sudden, unexpected and unintended, specific event which occurs at an identifiable time and place.
<i>Amount insured</i>	The maximum Insurers will pay as shown in the covernote for each specified limit.
<i>Bodily injury</i>	<p>An identifiable physical injury which for:</p> <p>(i) Section A – Cast</p> <p>Is caused by an accident occurring during the period of insurance and which prevents the named person from commencing, continuing with or completing his or her duties as scheduled in the insured production</p> <p>(ii) Section K – Contingent Personal Accident</p> <p>Is caused by an accident during the period of insurance, which results in the insured person's death or permanent incapacity within twelve calendar months from the date of the accident</p> <p>(iii) Section L – Film Union</p> <p>Is caused by an accident during a trip which results in the named person's death, permanent incapacity, temporary incapacity or loss of limb or eye within twelve calendar months from the date of the accident.</p> <p>Solely and independently of any other cause.</p>
<i>Cheques</i>	Cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, or other negotiable instruments except cash.
<i>Claim</i>	Any claim or series of claims which in Insurers' opinion arises directly or indirectly out of the same cause or from a single source will be regarded as one claim.
<i>Contents</i>	<p>All office equipment, fixtures and fittings (including interior decorations) all of which belong to you or for which you are legally responsible.</p> <p>The following property is not included within contents:</p> <ol style="list-style-type: none">1. Glass and sanitary ware2. Cheques and cash3. Motor vehicles4. Any living creature5. Plants and trees6. Personal effects
<i>Contractual stop date</i>	The final date until which the named person is contracted to work and/or be available to work, for the insured production .
<i>Defence costs</i>	Any costs and expenses incurred with Insurer's written consent in the investigation, defence or negotiation for settlement of any claim or circumstance which may give rise to a claim .
<i>Extra expenses</i>	Additional and reasonable costs you would otherwise not have incurred, but for the happening of an event insured against under this policy, in order to complete principal photography in substantially the same manner as originally schedule. These will not include any additional insurance premiums.
<i>Illness</i>	<p>For section A – Cast</p> <p>An illness which prevents the named person from commencing, continuing with or completing his or her duties as scheduled in the insured production solely and</p>

independently of any other cause.

For Section L – Film Union

An **illness** which first becomes apparent during a **trip** and results in the **temporary incapacity** or **permanent incapacity** of the **named person**.

<i>Insured person</i>	The person(s) employed by you to work on the insured production .
<i>Insured Production</i>	The production named as the insured production in the covernote.
<i>Insurers</i>	Hiscox Underwriters Limited, 1 Great St Helen's, London EC3A 6HX.
<i>Loss of Limb</i>	Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of a hand, arm or leg.
<i>Named person(s)</i>	The person(s) listed in the covernote as insured under Section A – Cast and Section L – Film Union, as appropriate.
<i>Negative</i>	Your raw film stock, recorded videotape , exposed motion picture film (developed or undeveloped), interpositives, positives, work prints, cutting copies, fine grain prints and sound tracks and tapes while used or to be used for the insured production , or while you are legally responsible for any such stock. This does not include cutouts, unused footage or library stock.
<i>Period of insurance</i>	The length of time for which this insurance is in force as shown in the covernote.
<i>Permanent incapacity</i>	A condition which entirely prevents the named person or insured person as appropriate, from attending to any business or occupation, which lasts continuously for twelve calendar months and at the end of that period in the opinion of Insurers' qualified medical practitioner is beyond improvement.
<i>Principal photography</i>	The filming which commences on the first camera day and ends when the filming is complete, the estimated dates for which are as shown in the covernote.
<i>Production office</i>	The office premises used for and at the site of the insured production as shown in the covernote.
<i>Temporary incapacity</i>	A condition which in the opinion of our qualified medical practitioner entirely prevents the named person from attending to their business or occupation.
<i>Trip</i>	The time the named person spends travelling outside of the United Kingdom , during the period of insurance , while working on an insured production . A trip shall begin and end during the period of insurance .
<i>United Kingdom</i>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<i>Videotape</i>	Your videotape, recorded videotape while used or to be used for the insured production , or while you are legally responsible for any such stock. This does not include cutouts, unused footage or library stock.
<i>You/Your</i>	The insured shown on the covernote.