

A seamless integrated insurance solution for professionals.

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

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Introduction**Our promise to you**

This insurance is provided, in return for the premium **you** have paid, through Hiscox Underwriting Ltd, 1 Great St Helen's, London EC3A 6HX, who are authorised by **us** to issue insurance certificates on **our** behalf.

If **you** write to **us**, please quote the certificate number shown in **your** schedule.

If **you** have any questions or complaints, please contact **your** agent.

It is always **our** intention to provide a first class standard of service. However, if **you** have an enquiry or complaint about the policy or the way it has been sold to **you**, **you** should write to the Commercial Manager, Hiscox Insurance Company Limited, 1 Great St Helen's, London EC3A 6HX. Please give details of **your** policy to allow **us** to deal with **your** enquiry as quickly as possible. **We** will make every effort to deal with **your** enquiry or complaint to **your** satisfaction, but if **you** are not happy with the outcome, **you** should write to the Managing Director at the same address. If **you** still remain dissatisfied, **you** have the following choices:

1. Contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ.
2. In the case of a complaint concerning an intermediary who is registered as an insurance broker, **you** can approach the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.

Choosing any of the above options does not affect **your** legal rights.

Signed for and on behalf of Hiscox Underwriting Ltd:



Steve Langan
Managing Director, Hiscox UK

Section A – Cast

You should check the schedule and 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

We will pay for the **extra expenses** which result solely and directly from the death or **bodily injury** occurring, or **illness** first becoming apparent:

- i. of the **named person** during the currency of their contract with **you** in respect of the **insured production** or
- ii. of any other person engaged by **you** to appear in or work on the **insured production**, during the currency of their contract with **you**, up to a limit of £10,000 after deduction of the excess.

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** **we** 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** death and **accidental bodily injury** only for each **named person** until **we** have approved their medical information. If **we** require a medical examination, it is to be completed no more than four weeks before the first camera day.

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

Exclusions

We do not cover:

1. anyone under the age of 6 or over the age of 72.
2. death, **bodily injury** or **illness** directly or indirectly caused by or resulting from:
 - a. taking part in any hazardous activity
 - b. flying as a pilot
 - c. menstruation, pregnancy or childbirth
 - d. suicide or intentional self-injury whether the **named person** or person engaged to appear is sane or insane
 - e. a criminal act by **you** or the **named person** or person engaged to appear
 - f. any condition or physical disability of the **named person** or person engaged to appear which existed before the death, **bodily injury** or **illness** unless accepted by **us**.

Conditions

We 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** or person engaged to appear 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** or person engaged to appear on request to any medical adviser appointed by **us** or on **our** behalf, and such medical adviser will, for the purpose of reviewing the claim, be allowed to examine the **named person** or person engaged to appear 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 **us** 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 **us** such relevant information and evidence as may reasonably be required and co-operate fully in the adjustment of the claim.

Section A – Cast

3. Stop date period
(Applicable to film and drama productions only) **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 to and agreed by **us** prior to the commencement of this insurance.
4. Abandonment In the event **we** agree to the abandonment and before payment of a total loss, **we** reserve the right, at **our** 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 **us**.
5. Childhood diseases **We** will provide cover for childhood diseases, (which means mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, or diphtheria) for children of nine years of age and above, if:
- i. they have successfully completed the course of vaccines known as 'MMR' (mumps/measles/rubella), and
 - ii. they have been certified as fit and well and able to undertake their intended role in the production by a qualified medical practitioner not more than seven calendar days prior to the scheduled commencement of their filming in the production.
- In the event that **we** confirm that **we** will provide cover for children of less than six years of age, **we** will not provide cover for **extra expenses** arising from any such child suffering from a childhood disease unless specifically agreed by **us**.
ween **us, you** and, if applicable, the financier.
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1. Bereavement extension

Please refer to the general conditions, claims procedure and exclusions. The exclusions under Section A - Cast, will not apply to this extension. In addition, the terms shown below will apply to this section.

Cover

Cover under Section A - Cast is extended to include **extra expenses** incurred directly arising from the unavailability of a **named person** as a result of the sudden and unforeseen death, serious injury or life threatening illness of an **immediate family member** of 72 years of age or less.

Limit of indemnity

The amount **we** will pay under this extension shall be limited to £500,000 or the limit shown on the schedule under Section A - Cast, whichever is the lesser.

In any event the maximum **we** will pay under this extension shall be restricted to the **extra expenses** incurred for five shooting days per loss.

Section B – Negative/videotape/faulty stock

You should check the schedule and 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

We 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**, **we** 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 **we** will pay in settlement of a claim will never be more than the **amount insured**.

Exclusions

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

1. natural ageing or gradual deterioration
2. **your** negligence or breach of an expressed or implied term to exercise reasonable skill and care, including but not limited to:
 - i. errors of judgement including those in exposure, lighting and sound recording
 - ii. faulty manipulating, or errors of the camera operator or of the assistants
 - iii. use of incorrect raw film stock or **videotape** or re-cycled digi-beta stock
 - iv. deliberate or foreseeable exposure to light
3. aridity, humidity or extremes of temperature unless such loss or damage is caused by storm, frost or fire

Conditions

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

1. In the event **we** agree to the abandonment and before payment of a total loss, **we** reserve the right, at **our** option, to become the sole owners of and 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 **us**, at **your** own expense.
2. Immediately prior to filming, or departure if filming in locations where the sourcing of replacements may be difficult, all cameras, lenses, sound and lighting equipment, generators, 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 72 hours, and thereafter checked for technical acceptability as soon as practically possible. In the event of processing taking place in excess of 72 hours then the cover under this section shall be limited to £100,000 per claim. When filming using high definition techniques **you** must check all recorded output for acceptability using an appropriate high definition monitor as soon as practically possible. In the event of checking taking place in excess of 72 hours then the cover under this section shall be limited to £100,000 per claim.
4. Artwork, drawings, software, digital images and related material used to generate computer images and animation cells must be retained by **you** until the end of this insurance.
5. **You** must pay the excess shown in the schedule in respect of losses arising from the use of faulty materials, cameras, sound equipment, tracks, or faulty developing, editing or processing.

Media production insurance – Channel 4

Policy wording

Section B – Negative/videotape/faulty stock

6. **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.

You should check the schedule and 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.

Section C – Extra expense

Cover

We 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 physical loss or physical damage to such property or facilities, **we** 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 **we** will pay in settlement of a claim will never be more than the **amount insured**.

Exclusions

We 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. This exclusion shall not apply to camera lenses, or theatrical lighting equipment including lighting elements or bulbs, provided that such damage to lighting elements or bulbs occurs where they are in situ as part of an item of theatrical lighting equipment which is itself damaged by a cause insured under this policy
2. property stored outside and damaged by rain, sleet, snow, frost, hail or wind
3. mysterious disappearance or unexplained loss, including theft by any employee or sub-contractor of **yours**
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.

This exclusion shall not apply in respect of failure of mains power where such failure arises as a result of the non-provision of power from an off-site source
6. **negatives or videotape**
7. animals.

This exclusion shall not apply if **you** provide a current veterinary surgeon's certificate for each animal that is intended for filming. This certificate should confirm that the animal has been examined and is fit and well and able to undertake the filming for which it has been contracted, at the inception of cover. If this condition is met the amount payable in respect of losses under this section arising from animals shall not exceed £50,000
8. **your** own deliberate act, omission or instructions
9. property or facilities sustaining damage as a result of their being used in or as part of any hazardous activity constituting part of the **insured production**.

Conditions

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

In the event **we** agree to the abandonment and before payment of a total loss, **we** reserve the right, at **our** 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 **us**.

Section C – Extra expense

1. Civil authority extension

Section C - Extra Expense is extended as follows, in respect of Insured productions taking place in the **European Union**:

Cover

We agree to pay **you** the **extra expenses**, not including loss of earnings or profit, as **you** shall incur in the event of the interruption, postponement or cancellation of a production as a direct result of the action of a Civil Authority that prohibits access to property or facilities, used or to be used by **you** in connection with such production and occurring during the **period of insurance**.

Limit of liability

Our limit of liability with respect to any one occurrence shall not exceed £250,000.

Special condition

This coverage shall apply for a period of up to seven consecutive days from the date of the action of the Civil Authority.

Exclusions

We will not pay any loss incurred due to:

1. **your** failure to properly process or complete any applications or required documents
2. **your** failure or inability to comply with any requirement or follow any procedure necessary for the issuance of any permit or authorisation
3. any violation of the terms or conditions of a permit or authorisation
4. refusal or revocation of any permit or authorisation due to a violation of any existing civil or criminal codes.

Exclusion 9 ('terrorism') of the General exclusions applicable to the whole policy will not apply to this extension to Section C - Extra expense but will remain in full force in respect of Section C itself.

Section D – Technical equipment

You should check the schedule and 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

We 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, but is not limited to, 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 any vehicle used for or involved in hazardous or stunt work
3. works of art, jewellery, watches or furs
4. buildings
5. props, sets or wardrobe
6. animals
7. tools of trade including those of carpenters and electricians.

Exclusion

We 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, cleaning, maintenance, or any similar process
 - d. rain, sleet, snow, frost, hail or wind to property stored outside
 - e. filming or sound recording equipment being used in or for any hazardous activity
2. breakage of glass or brittle articles including lighting unless caused by fire, lightning, earthquake or attempted theft. This exclusion shall not apply to camera lenses, or theatrical lighting equipment including lighting elements or bulbs, provided that such damage to lighting elements or bulbs occurs where they are in situ as part of an item of theatrical lighting equipment which is itself damaged by a cause insured under this policy
3. mysterious disappearance or unexplained loss, including theft by any employee or sub-contractor of **yours**
4. electrical or mechanical fault or breakdown
5. consequential loss
6. losses arising from **your** own deliberate act, omission or instructions.

Special condition

In respect of loss or damage to vehicles covered under this section, a deductible of 10% of the loss shall apply, subject to a minimum deductible of £500 or equivalent and a maximum deductible of £2,500 or equivalent. The maximum value of any vehicle insured under this section will be £50,000.

Basis of settlement

We will pay the market value immediately prior to the loss or, if hired, the contractual value as specified in a standard hire contract. In the event of partial loss or damage **we** will pay for the repair plus any resulting depreciation, but in no event will **we** be liable for more than the market value or contractual value.

Section E – Props, set and wardrobe

You should check the schedule and 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

We will pay up to the **amount insured** for physical loss or physical damage to scenery, costumes and theatrical property 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**.

This does not include:

1. technical equipment
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

We 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. This exclusion will not apply to sets erected outside for the purpose of exterior filming
 - e. scenery, costumes or theatrical property being used in or for any hazardous activity
2. breakage of glass or brittle articles including lighting unless caused by fire, lightning, earthquake or attempted theft
3. mysterious disappearance or unexplained loss, including theft by any employee or sub-contractor of **yours**
4. electrical or mechanical fault or breakdown
5. losses arising from **your** own deliberate act, omission or instructions.

Section E – Props, set and wardrobe

Basis of settlement

We 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 **we** will pay for the repair plus any resulting depreciation, but in no event will **we** be liable for more than the market value or contractual value.

In respect of watercraft the amount payable under this section shall not exceed £10,000 or equivalent.

1. Animal mortality extension – UK only

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

Cover

We will pay **you** up to the agreed value of the **insured animal** if it either dies, or is destroyed for humane purposes during the period of insurance in the **United Kingdom**. **We** will also pay **your** reasonable veterinary fees incurred during the **period of insurance** in order to prevent the death of the **insured animal**.

The amount **we** will pay in settlement of a claim will never be more than the **amount insured**, which in any event shall not exceed £15,000 per animal or £75,000 in aggregate.

We do not cover:

1. any animal which is being used for purposes other than those specified in the schedule
2. death due to illness, injury, physical disability or other condition known to **you** at the time this insurance commenced unless disclosed to and agreed by **us**
3. theft of the **insured animal**
4. consequential loss
5. intentional slaughter, unless
 - i. **our** veterinary surgeon has certified that the suffering of the **insured animal** is such that immediate destruction is imperative for humane reasons, or **your** qualified veterinary surgeon has certified that the suffering of the **insured animal** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for **us** to appoint a veterinary surgeon
 - ii. the **insured animal** is destroyed whilst in an aircraft on the instructions of the pilot in command
6. death of the **insured animal** caused by:
 - i. any surgical operation unless performed by a qualified veterinary surgeon
 - ii. any medication unless administered by a qualified veterinary surgeon (or by experienced personnel under the veterinary surgeon's direction) and certified by the veterinary surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness; for this purpose, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink
 - iii. poisoning or willful injury caused by **you** or **your** agent.

Conditions

1. Injury, illness and death

- i. If the **insured animal** suffers any illness, injury or physical disability of any kind **you** must employ a qualified veterinary surgeon immediately
- ii. If required by **us**, **you** must allow removal of the **insured animal** for a second opinion, diagnosis and treatment at **our** expense.
- iii. If the **insured animal** dies or is destroyed, **you** must immediately arrange for a post mortem examination and autopsy to be made by a qualified veterinary surgeon and provide a copy of the report for **us** before the disposal of the remains

In both cases **you** must give immediate notice to the person specified in the schedule who may instruct a veterinary surgeon on **our** behalf.

Media production insurance – Channel 4

Policy wording

Section E – Props, set and wardrobe

2. Operations

All surgical operations must be advised to **us** in advance, except in an emergency when **we** must be notified as soon as possible.

3. Basis of settlement

The basis of settlement will be the agreed value for each **insured animal** as shown in the schedule. **We** will not be liable for more than the **amount insured** in respect of each **insured animal**.

In the case of death, **you** will be responsible for the disposal of the remains.

Section F – Works of art, jewellery, watches and furs

You should check the schedule and 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

We 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 schedule which are either **yours** or in **your** care, custody or control and are being used for the **insured production**.

Exclusions

We 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 when 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.

Basis of settlement

The basis of settlement will be the value agreed by **us** and shown in the schedule. **We** will not be liable for more than the agreed value. **We** 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 **we** be liable for more than the **amount insured**.

Following payment of the full **amount insured** for any item, pair or set, **we** 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 schedule and 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.

1. Office contents

Cover

We 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**, on location or in transit to or from a location.

Exclusions

We 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. repairing, cleaning, maintenance or any similar process
 - d. theft unless violent means are used to gain entry or exit
2. mysterious disappearance or unexplained loss, including theft by any employee or sub-contractor of **yours**
3. loss discovered whilst taking inventory
4. electrical or mechanical fault or breakdown
5. loss of or damage to data from any cause whatsoever
6. depreciation
7. consequential loss
8. loss of **money** (see G - Money section)
9. loss due to forgery, deception or fraud
10. rain, sleet, snow, frost, hail or wind to property stored outside.

Basis of settlement

The amount **we** 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, **we** will pay the replacement cost after an allowance for depreciation
- b. damaged, **we** 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.

2. Money

Cover

We will pay **you** up to the **amount insured** for physical loss or physical damage occurring during the **period of insurance** to **money** designated for use on the **insured production** whilst:

1. win the **production office**, on location, in the personal custody of a director or partner or of any employee authorised by **you** and being used or to be used specifically for the purpose of purchasing property, items or services necessary for the production, or at any banking premises during usual business hours until at the bank's risk
2. in the personal custody of a director or partner or of any employee authorised by **you**, or within the home of a director or partner or of any employee authorised by **you**

Section G – Production office, contents, cash and cheques

3. in transit
4. in any safe, strongroom, vault or deposit box of any hotel

provided that with regard to situation 3 or situation 4, the loss or damage is due to robbery or attempt thereat.

Limits of liability

- | | | |
|----|---|------------|
| 1. | Crossed cheques, crossed postal orders, crossed money orders, stamped pension cards and National Savings certificates. | £250,000 |
| 2. | Money other than as specified in 1 above: | |
| a. | in the production office , on location, in the personal custody of a director or partner or of any employee authorised by you and being used or to be used specifically for the purpose of purchasing property, items or services necessary for the production, or at any banking premises during usual business hours until at the bank's risk | £10,000 |
| b. | in the personal custody of a director or partner or of any employee authorised by you , in any circumstance other than as set out in 2 (a) above, or within the home of a director or partner or of any employee authorised by you | £1,000 |
| c. | in transit | £10,000 |
| d. | in any safe, strongroom, vault or deposit box of any hotel | £10,000 |
| e. | any other situation or location. | £1,000 |
| 3. | Stamped or impressed National Insurance cards. | £1,000,000 |
| 4. | Any postal franking machine, safe, strongroom or container or waistcoat used for the carriage of money belonging to you or for which you are responsible. | £1,000,000 |

Unless otherwise agreed.

Exclusions

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

1. any fraudulent, dishonest or criminal act by an employee, director trustee or any other authorised representative of **yours** whether acting alone or in collusion with others
2. any transit of any money by unregistered post
3. dishonoured cheques, errors, omissions or unexplained shortage
4. any safe or strongroom being opened by a key left in the **production office** out of business hours
5. loss of **money** 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
6. clerical or accounting error or omission or computer error or malfunction.

Conditions

You must keep an accurate record of all **money**, including the names of all employees and the amount of wages, salaries or other earnings paid to them. **You** must at all times allow **us** to inspect such books and within one month from the expiry of the **period of insurance** shall, if requested, supply **us** with an accurate statement of all **money** insured in transit during the **period of insurance**. An accurate record must also be kept of all **money** kept in safes or strongrooms in some place other than such safe or strongroom.

This insurance shall terminate immediately upon discovery by **you** of any fraudulent or dishonest act on the part of an employee, without prejudice to the loss of any property being conveyed by the employee outside **your** premises.

Section G – Production office, contents, cash and cheques

3. Personal accident/assault

Cover

If during the **period of insurance** and in the course of working on the **insured production** in the United Kingdom any principal or employee of **yours** sustains **bodily injury** by assault with intent to steal **money**, **we** will pay to **you** or **your** principal or employee sustaining such injury or their legal personal representatives the benefit as shown below.

<u>Bodily injury resulting in:</u>	<u>Benefit</u>
Death	£10,000
Loss of one or more limbs or eyes	£10,000
Permanent incapacity other than by loss of limb or eye from usual occupation	£10,000
Temporary incapacity from usual occupation for a maximum of 104 weeks not necessarily consecutive	£250 per week or weekly salary whichever is less
Medical expenses	£1,000 any one insured person

Exclusions

Benefit will not be payable:

1. in respect of any person under 16 or over 70 years of age at the time of assault
2. unless death, loss or incapacity occurs within three calendar months of the date of assault
3. for **permanent incapacity** other than by **loss of limb or eye** from usual occupation except on proof to us that permanent and absolute disablement from engaging in gainful occupation has continued for a period of 104 weeks from the date of the assault and will continue for the remainder of the injured person's life
4. for **temporary incapacity** from usual occupation in respect of any one person for more than 104 weeks for any one assault or series of assaults occurring in any one **period of insurance**
5. for **temporary incapacity** from usual occupation until the total amount thereof is ascertained and agreed
6. under more than one of the above benefit headings in respect of any one person for the same assault except in respect of **permanent incapacity** and **temporary incapacity** and all sums paid in respect of **temporary incapacity** shall be deducted from any amount which becomes payable under death or **loss of limbs or eyes** in respect of such person for the same assault, **our** liability under this section being only for the balance.

Conditions

Upon payment of a claim in respect of death, **loss of limbs or eyes** or **permanent incapacity** our liability under this section of the insurance shall cease in respect of the injured person for whom such payment is made.

Upon the happening of any event giving rise, or likely to give rise, to a claim, the injured person shall receive treatment by a duly qualified and registered medical practitioner and continue to have such treatment for as long as may be necessary. **You** shall give notice in writing to **us** as soon as possible, but notice of death shall be given forthwith. The injured person or their legal representatives shall at **their** own expense forward such details as **we** may require with a written report from a duly qualified and registered medical practitioner as soon as practicable but in any event within one calendar month of the date of the assault, and shall provide all certification and additional information as **we** may reasonably require from time to time thereafter.

We shall be allowed, at **our** own expense, to have a medical examination of the injured person at all reasonable times or, in the event of death, to have a post-mortem examination of the body.

Section H – Third party property damage

You should check the schedule and 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

We 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 or being filmed or to be filmed in the **insured production**. **We** will also pay **your defence costs** within the **amount insured** shown on the schedule, provided that **our** total aggregate liability in respect of any award insured under this section and defence costs payable under this section will not exceed such amount insured shown on the schedule.

Exclusions

1. **We** do not cover liability arising out of:
 - 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 motor vehicles, trailers, aircraft or watercraft. This exclusion will not apply to aircraft or watercraft on which **you** are filming and responsibility for the operation, piloting, control or command of which is entirely outside **your** direction, instruction or influence and undertaken by an independent third party. In instances as set out in the preceding sentence such aircraft or watercraft will be considered to be filming locations or premises used for filming.
 - d. physical loss or physical damage to personal property or any hired or leased equipment other than loss of use.
2. **We** do not cover any amount which **you** are legally liable to pay following any judgement or award given or made in any court in the USA or Canada.

Section I – Employers' liability

You should check the schedule and 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

We 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**. **We** will also pay **your defence costs**.

Employers' liability
compulsory insurance clause:

Additionally **we** 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 **us** all sums paid by **us** which **we** would not have been liable to pay under the terms of this insurance otherwise.

Exclusions

We 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 and which but for such contract would not otherwise have attached
3. 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**
4. wrongful specification or professional advice given by **you** to a third party.

We will not indemnify **you** for any amount which **you** are liable to pay following any judgment or award given or made outside the courts of the European Union.

**Civil justice reforms -
claims procedure**

The Civil Justice Reforms, introduced in April 1999, have changed the face of claims and in particular have had a major impact on claims for personal injury compensation. The reforms were introduced because it was felt that the claims process needed to be quicker and fairer for all concerned.

There are 'Pre-Action Protocols' which set out timetables for the exchange of information between the claimant's solicitors (representatives of the third party / employee) and the defendant (the policyholder / their Insurers.) The Protocol has imposed duties on the parties and if there is a breach of these duties, the offending party will be penalised by the way of cost penalties. The major points are as follows:

The claimant's solicitors must set out their claim in a prescribed form, known as the 'Letter of Claim'. This must be acknowledged by the Insurer in **21 days**. If this is not done, the claimant's solicitors are able to issue county court proceedings at their leisure, and there will be major cost implications as a result. Therefore third party correspondence must be forwarded to Media Insurance Brokers Ltd immediately.

Once the letter of claim is received, the Insurer has **three months** in which to investigate the claim. After three months, they must provide a final decision in respect of liability. Again, if this correspondence is not copied to Media Insurance Brokers Ltd immediately and **your** insurer is unable to comment on liability before the three month period expires this may lead to further adverse cost awards. If these awards would not have been granted but for **your** delay in forwarding correspondence and other information requested by **your** insurer, then **your** insurer may be entitled to recover those extra costs from **you**.

A denial of liability must be accompanied with the relevant documentation requested by the Insurer when they first investigate the claim. It is therefore imperative that the relevant documents (for instance training documents, accident book entry etc) are obtained, and provided promptly. It will be made clear in each claim which documents are required.

If **we** can ensure that **we** fulfil the above rules on each and every claim, **we** can look to defend the claims that should be defended and keep claim costs to a minimum.

Section J – Public liability

You should check the schedule and 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

We will indemnify **you** up to the **amount insured** against any **claim** for damages 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**. **We** will also pay **your defence costs**.

Exclusions

We 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** and 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 any 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, or any equivalent act in any other territory
8. any contract and which but for such contract would not otherwise have attached
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.

We do not cover any amount which **you** are legally liable to pay following any judgement or award given or made in any court in the USA or Canada.

Civil justice reforms - claims procedure

The Civil Justice Reforms, introduced in April 1999, have changed the face of claims and in particular have had a major impact on claims for personal injury compensation. The reforms were introduced because it was felt that the claims process needed to be quicker and fairer for all concerned.

There are 'Pre-Action Protocols' which set out timetables for the exchange of information between the claimant's solicitors (representatives of the third party / employee) and the defendant (the policyholder / their Insurers). The Protocol has imposed duties on the parties and if there is a breach of these duties, the offending party will be penalised by the way of cost penalties. The major points are as follows:

The claimant's solicitors must set out their claim in a prescribed form, known as the 'Letter of Claim'. This must be acknowledged by the insurer in **21 days**. If this is not done, the claimant's solicitors are able to issue county court proceedings at their leisure, and there will be major cost implications as a result. Therefore third party correspondence must be forwarded to Media Insurance Brokers Ltd immediately.

Section J – Public liability

Once the letter of claim is received, the insurer has **three months** in which to investigate the claim. After three months, they must provide a final decision in respect of liability. Again, if this correspondence is not copied to Media Insurance Brokers Ltd immediately and **your** insurer is unable to comment on liability before the three month period expires this may lead to further adverse cost awards. If these awards would not have been granted but for **your** delay in forwarding correspondence and other information requested by **your** insurer, then **your** insurer may be entitled to recover those extra costs from **you**.

A denial of liability must be accompanied with the relevant documentation requested by the Insurer when they first investigate the claim. It is therefore imperative that the relevant documents (for instance training documents, accident book entry etc) are obtained, and provided promptly. It will be made clear in each claim which documents are required.

If **we** can ensure that **we** fulfil the above rules on each and every claim, **we** can look to defend the claims that should be defended and keep claim costs to a minimum.

Section K – Contingent personal accident

You should check the schedule and 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

We will pay **you** up to £300,000 if the **insured person** suffers **bodily injury** while actually working on the **insured production** in the **United Kingdom** 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 shall be any physical or mental condition, disability or infirmity for which the **insured person** sought or received medical treatment or consultation at any time prior to the inception of this insurance.

Exclusions

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

1. suicide or intentional self-injury
2. any emotional or psychiatric problems
3. a criminal act by the **insured person**
4. stunt work or any other hazardous activities
5. 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**
6. Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease.

Conditions

We will not be liable to pay any claim under this section unless all the requirements in the following conditions are complied with.

1. 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 **us** or on **our** behalf, 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.

2. Notice and proof of loss

Notice and written proof of loss must be given to **us** 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 schedule and 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

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

Personal accident and illness

We will pay **you** if the **insured 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**.

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

We will pay up to:

- i. £300,000 for **accidental** death but no more than £2,500 if the **insured person** is under 16
- ii. £300,000 for **permanent incapacity** or **loss of limb** or **eye**
- iii. £1,000 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 **we** will pay in all will not exceed £300,000.

If the consequences of any **bodily injury** are aggravated by any pre-existing condition of the **insured 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 **insured person** sought or received medical treatment or consultation at any time before the start of the **trip**.

Single conveyance accumulation limit

The maximum amount which **we** will pay under this, and any other personal accident **insurance issued** by **us** in **your** name in respect of all **insured persons** in the same conveyance will be £5,000,000. If a claim exceeds this **single conveyance accumulation limit** **we** will pay an amount per person which is proportionately reduced until the total loss does not exceed this limit.

Medical and emergency travel expenses

We will pay **you** up to £500,000 for the following necessary expenses incurred outside travel expenses the **United Kingdom** if the **insured 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 **insured person** incurs on medical advice, including travel expenses to return the **insured 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 **insured person**, remain with them or accompany the named person home
- d. funeral expenses abroad or the cost of transporting the **insured person** remains to the **United Kingdom**

The following additional exclusions apply to 'Medical and emergency travel expenses'.

We will not pay for:

- a. the cost of continuing medication which the **insured 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 **insured person** was injured or first became ill.

Section L - Film Union

Contingent medical expenses in the UK

We will pay **you** up to £5,000 in respect of ongoing medical expenses necessarily incurred upon return to the **United Kingdom** following injury or illness first occurring outside the **United Kingdom** and insured under this Section of the policy.

The amount payable under this sub-section shall not exceed £250 in respect of expenses for physiotherapy.

A 10% co-insurance contribution shall apply in respect of all payments under this sub-section subject to a minimum contribution of £25.

Confidential contingency

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

You warrant that **you** have made all reasonable enquires to establish that the **insured 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 **us** all such information known by **you**. **You** must immediately disclose to **us** 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

We will pay **you** up to £1,500 in respect of loss of or damage to baggage and personal effects owned by the **insured person** or for which they are responsible and £200 in respect of loss of the **insured person's** personal cash or personal **cheques** occurring during a **trip**.

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

The most **we** will pay for any one item is £350.

Delayed baggage

We 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 **insured 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:

We will not pay for:

- i. damage due to wear and tear or gradual deterioration
- ii. loss of or damage to jewellery or watches unless such items are:
 - a. being worn by the **insured person**
 - b. being carried by hand under the personal supervision of the **insured person**, or
 - c. while the **insured person** is staying at a hotel or motel, kept in the principal safe of the hotel or motel
- iii. 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)
- iv. depreciation in value; shortage caused by error or omission

Replacement of personnel sent abroad on business

We will pay **you** up to £2,500 in respect of the cost of replacing an **insured person** sent to work abroad where such replacement is necessary following the death or incapacity of the **insured person**.

Hijack

If in the course of a **trip** the transport on which the **insured person** is traveling on is hijacked **we** will pay:

- a. an allowance of £50 per day on which the **insured person** is detained by hijackers
- b. the additional cost of travel and accommodation expenses necessarily incurred as a direct result of the **insured person** being hijacked.

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

Section L - Film Union

General condition

Medical attention

We shall not be liable to pay any claim for 'Medical expenses' or 'Personal accident' unless the **insured 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 section will only be made if the **insured person** continues under medical supervision. The **insured 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 **us** or on **our** behalf, and such medical adviser will, for the purpose of reviewing the claim, be allowed to examine the **insured person** as often as may reasonably be considered necessary.

General exclusions

These exclusions apply to the whole of section L.

1. **We** do not cover any **trip** which
 - i. is booked or begins:
 - a. while the **insured person** is recovering from a serious injury or illness
 - b. when the **insured person** has been advised not to travel on medical grounds
 - c. after the **insured person** has received a terminal prognosis
 - ii. is for the purpose of obtaining medical treatment
2. **We** will not be liable for any claim:
 - i. arising out of a medical condition which the **insured 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 **insured 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 **insured person's** participation in:
 - a. potholing, caving, hang-gliding, 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
 - c. any other dangerous or hazardous activity
 - iv. resulting from:
 - a. any emotional or psychiatric problems
 - b. 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**
 - c. the **insured person's** suicide or intentional self-injury or deliberate exposure to unnecessary danger (except in an attempt to save human life)
 - d. any criminal act by the **named person**
 - v. arising out of pregnancy or childbirth within three months of the estimated date of delivery
 - vi. arising out of or directly or indirectly contributed to by Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any related virus, complex or syndrome or any sexually transmitted disease.

Media production insurance – Channel 4

Policy wording

Section L - Film Union

3. **We** 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 of this insurance is deleted and replaced as follows:

We 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 **insured person** is actually traveling when war breaks out or hostilities commence or an act of war first occurs, but cover is limited to a maximum of seven days from the declaration of war or from the start of such hostilities or acts.

General

Basis of insurance

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

Conditions

These conditions apply to all sections of this insurance.

We 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** agents and **your** employees must:
 - a. maintain the insured property in good condition and repair
 - b. exercise due diligence and take all reasonable steps and precautions to avoid or diminish and accident, injury, loss or damage, or any circumstance likely to give rise to a loss or claim, insured under this policy
 - c. ensure that all fire alarm systems, security systems and physical protections notified to **us** are fully engaged whenever a location is left unattended

you must also advise **us** as soon as reasonably possible if for any reason any such system or physical protection is not working properly. **We** 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 **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which will materially affect this insurance. **We** may then vary the terms and conditions of this insurance
 - f. maintain all records, accounts, contracts relating to the **insured production** and allow **us** 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. **You** can cancel this insurance at any time by **you** writing to Media Insurance Brokers Limited. If **you** have not made a claim then **we** will return any premium **you** have paid for the remaining **period of insurance**.

This insurance may also be cancelled by **us** or on **our** behalf by sending **you** 30 days' notice (ten days' notice in the event of non-payment of premium) in writing sent by registered post to **you** at **your** last known correspondence address. **We** will return any premium for the remaining **period of insurance**.
4. 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.
5. If a vehicle is left unattended in the period from 19.00 hours to 07.00 hours it is an express condition of cover that the vehicle is locked and secured with an activated alarm system and immobilizer if fitted and parked either on, or immediately outside, a residential property occupied at that time by an employee of **yours**, or alternatively parked in a locked garage or fenced area with guard attention all the time.

In respect of vehicles left unattended between the hours of 07:00 and 19:00 these specific requirements will not apply (though may be adhered to). However **your** attention is drawn to the provisions of General Condition 1 b. above

Any equipment to be stored in any **unattended vehicle**, regardless of time of the day, shall be kept out of sight and in a locked compartment such as a car boot/trunk or van storage area.

In the event that **you** do not comply with these conditions **we** will not indemnify **you** for any loss arising out of theft of or from any **unattended vehicle**.

General**Claims procedure**

We 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. **You** should keep the invoices because they may form part of **your** claim
3. **you** must give **us** an opportunity, where practical, to inspect the damage before work begins, so that **we** may approve any estimate for repair work to damaged property
4. **you** must report in writing to Media Insurance Brokers Limited 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 **we** may require
5. **we** shall be entitled to instruct our solicitors to act on your behalf. **We** shall be entitled at our 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 **we** make under this insurance. **You** must give **us** any information or assistance **we** may reasonably require for this purpose. **We** 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 Limited 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 **we** wish to settle any **claim** and **you** decide to continue to contest that **claim**, then **our** 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 **we** decide to make a payment up to the **amount insured** the payment will represent a total discharge of any further liability of **ours** in connection with that **claim**

N.B. Please read the Claims Procedures included as part of Sections I and J.

7. In the event that a single incident gives rise to claims under more than one section of this policy, **we** will apply only one excess, being the highest of the excesses applicable to any section under which a claim arising out of the incident will be paid.
8. any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in London in accordance with the Arbitration Act then in force. The arbitrator will be an experienced practitioner in film or television programme production, as appropriate. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the chairperson or president of the film or television production industry body as appropriate.

General**Exclusions**

These exclusions apply to all the sections of this insurance.

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

This insurance does 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
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 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.

For the purpose of this exclusion terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion excludes loss or damage 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.

This exclusion does not apply to claims under Section I (Employers' liability) but the most **we** will pay for claims and their defence costs arising from **terrorism** is £5,000,000. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**

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

General

Definitions

Accident/Accidental	a sudden, unexpected and unintended, specific event which occurs at an identifiable time and place.
Amount insured	the maximum we will pay as shown in the schedule for each specified limit.
Bodily injury	<p>an identifiable physical injury which for:</p> <ul style="list-style-type: none"> i. Section A – Cast <ul style="list-style-type: none"> 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 schedules in the insured production ii. Section G – Section 3 - Personal accident and assault <ul style="list-style-type: none"> manifests itself as harm inflicted on an individual iii. Section K – Contingent personal accident <ul style="list-style-type: none"> 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 iv. Section L – Film Union <ul style="list-style-type: none"> is caused by and 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>solely and independently of any other cause.</p>
Cheques	cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, or other negotiable instruments except cash.
Childhood diseases	mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria.
Claim	any claim or series of claims which in our opinion arises directly or indirectly out of the same cause or from a single source will be regarded as one claim.
Contents	<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> <ul style="list-style-type: none"> 1. glass and sanitary ware 2. cheques and cash 3. motor vehicles 4. any living creature 5. plants and trees 6. personal effects
Contractual stop date	the date until which the named person is contracted to work for the insured production .
Defence costs	any costs and expenses incurred with our written consent in the investigation, defence or negotiation for settlement of any claim or circumstance which may give rise to a claim .
Extra expenses	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 scheduled. These will not include any additional insurance premiums.

General

Illness	<p>i. Section A – Cast 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 independently of any other cause.</p> <p>ii. Section L – Film Union an illness which first becomes apparent during a trip and results in the temporary incapacity or permanent incapacity of the insured person.</p>
Immediate family member	an insured person's mother, father, sister, brother, spouse, child, grandchild, grandparent, stepchild or common law partner.
Insured animal	any animal used by you for the insured production and noted in this schedule.
Insured person	the person(s) employed by you to work on the insured production .
Insured production	the production named as the insured production in the schedule.
Loss of eye(s)	total and irrecoverable loss of sight.
Loss of limb	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.
Money	cash, bank notes, currency notes, cheques (including travellers' cheques), postal orders, money orders, current postage and revenue stamps, National Insurance stamps, National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, holiday pay stamps, gift tokens, trading stamps, travel tickets, crossed bankers' drafts, unused units in franking machines, National Savings certificates, premium bonds, credit company sales vouchers, V.A.T. purchase invoices belonging to you or any principal or employee(s) or others whilst in your custody.
Named person(s)	the person(s) listed in the schedule as insured under Section A – Cast.
Negative	your raw film stock, video stock, recorded videotape, exposed motion picture film (developed or undeveloped), interpositives, positives, work prints, cutting copies, fine grain prints and sound tracks, tapes, transparencies, cells, software and related material used to generate computer images 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/archive material other than the cost of copying or reconstituting library stock and archive material.
Period of insurance	the length of time for which this insurance is in force as shown in the schedule.
Permanent incapacity	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 our qualified medical practitioner is beyond improvement.
Principal photography	the filming which commences on the first camera day and ends when the scheduled filming is complete, the estimated dates for which are as shown in the schedule.
Production office	the office premises used for and at the site of the insured production as shown in the schedule.
Temporary incapacity	a condition which in the opinion of our qualified medical practitioner entirely prevents the named person from attending to their business or occupation.
Theft	unlawful carrying and taking away with intent to deprive the rightful owner of the same, involving entry to or exit from the premises by forcible and violent means or any attempt thereat.
Trip	the time the named person spends traveling outside of the United Kingdom , during the period of insurance , while working on an insured production . A trip shall begin and end



Media production insurance – Channel 4

Policy wording

General

during the **period of insurance**.

Unattended vehicle

any vehicle which is not occupied by or under the direct and immediate custody of anyone employed or contracted by **you**, unless agreed by **us**.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Videotape

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.

We/Us/Our

Hiscox Insurance Company Limited, 1 Great St Helen's, London EC3A 6HX.

You/Your

the insured shown in the schedule.