
Definitions

We have set out below definitions of certain words or phrases that are repeated throughout this policy and **Endorsements** and **Schedule of Insurance**. If any of these words or phrases appear in bold type in this policy or any **Endorsement** or **Schedule of Insurance**, they will have the same meaning. Please note that certain Sections of this policy have additional specific definitions.

Annual Takings	The Takings during the twelve months immediately before the date of the loss or damage, adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the loss or damage would have been obtained during the relative period after the loss or damage.
Bodily Injury	Injury which is caused by accidental means and which shall, solely and independently of any other cause, result in the Insured Person's Death, Disablement or Permanent Disability (continental scale), within 104 weeks from the date of such accident.
Buildings	The buildings at the Risk Address described in the Schedule of Insurance including all annexes, garages, outbuildings, walls, gates and fences, interior and exterior non-detachable decorations, signs, blinds and all fixtures and fittings which would normally pass with the freehold, which belong to You or for which You are responsible.
Business	The Insured's business, profession or other activity as stated in the Schedule of Insurance .
Business Hours	The period during which Your Buildings are actually occupied for business purposes and during which You or any partner, director or Employee entrusted with Money are in the Buildings .
Business Goods	Any goods or products (including containers labelling instructions or advice provided in connection with them) sold, supplied, erected, repaired, altered, treated or installed by You in the course of Your Business .
Contents	Contents (not otherwise insured) of the Risk Address comprising machinery, plant and all other contents normally associated with Your Business including stock all belonging to You or for which You are responsible.
Documents	Photographic media (including plates, prints, transparencies, slides, cassettes and computer discs and the like), deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever whether written, printed or reproduced by any other method (other than bearer of bonds, bank-notes, currency notes and negotiable instruments).
Documents in Trust	Any Documents that are owned by a Third Party and are being held in trust by You .
Employee(s)	Any person under a contract of service with You while employed in the course of the Business but not any party who is borrowed or hired to the Business .
Endorsement	A variation in the terms (or change of details) of Your policy.
Equipment	All Contents , cameras, computers and ancillary equipment (excluding data) and other equipment, furniture, fixtures and fittings used for the Business , which includes Stock and which forms part of the sums insured in Your Schedule of Insurance .
Europe	Andorra, Faroe Islands, Gibraltar, Liechtenstein, Monaco, Norway, Vatican City and any other country that is a member State of the European Union, including transits between those areas.
Excess	The first amount of any claim You have to pay under the Policy other than where a more specific Excess applies.

Definitions (continued)

Hacking	Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Insured or not.
Imaging / We / Us	Imaging Insurance, who are the administrators of this insurance.
Indemnity Period	The period beginning with the occurrence of loss or damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected following the loss or damage.
Incident	A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss or damage.
Insured / You / Your	The person or persons named in the Schedule of Insurance .
Insurers	The Underwriters who are Your Insurers as set out in Your Schedule of Insurance .
Maximum Indemnity Period	Twelve Months.
Money	Cash Bank and Currency Notes, Cheques, Girocheques, Postal Orders, Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Insurance Stamps (whether affixed to cards or otherwise), National Savings and Holidays with Pay Stamps, National Savings Certificates, Premium Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers and V.A.T. Purchase Invoices all belonging to You or for which You have accepted responsibility.
Period of Insurance	The length of time, shown on Your Schedule of Insurance , during which cover applies.
Premium	The payment You make in return for Insurers giving You insurance.
Production Media	Your photographic and video images and sound recordings comprising raw stock, digital cards, unused film stock, positive and negative film (exposed or unexposed) or whatever other format the production may take including sound tape or track and videotape in respect of any production undertaken.
Rate of Trading	The rate of Trading Profit earned on the Takings during the financial year immediately before the date of the loss or damage.
Risk Address	The address stated in the Schedule of Insurance used by You in connection with the Business .
Schedule of Insurance	The attachment to this policy which describes details of the Insured , policy number, the Risk Address , the Insurers , the Sums Insured or limits of indemnity, the Period of Insurance , the standard Excess , any Endorsement(s) which apply and the Premium . We will issue a new Schedule of Insurance when the policy is altered.
Standard Takings	The Takings during that period in the twelve months immediately before the date of the loss or damage which corresponds with the Indemnity Period .
Statement of Fact	The Statement of Fact shows Your personal details, details of Your Risk Address and other information supplied by You on which Insurers have based this insurance.
Stock	Stock and materials in trade, including photographic, video and film images, and sound recordings, whether belonging to You or held in Your care and for which You are responsible in connection with Your Business at the Risk Address excluding property otherwise insured by Section 1.
Sums Insured	The maximum amount the Insurers will pay in the event of a claim.

Definitions (continued)

Takings	The money paid or payable to You for goods sold and delivered and for work done in the course of the Business at the Risk Address .
Third Party	A person other than You or an Employee .
Trading Profit	The Takings less the cost of goods or materials used.
United Kingdom	England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man including transits between those areas.
Uncleared Funds	Crossed Cheques, Crossed Girocheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards and National Savings Certificates, Premium Bonds, Credit Card Sales Vouchers and V.A.T. Purchase Invoices.
Virus Or Similar Mechanism	Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. This definition includes but is not limited to trojan horses worms and logic bombs.
Working Day	On location, including travel to and from location, away from the Risk Address .

The Cover

Section One

Buildings

What is covered	What is not covered
<p>A Standard Covers</p>	
<p>1 Loss or damage to the Buildings at the Risk Address identified in the Schedule of Insurance forming part of the Business and occurring during the Period of Insurance as a result of any of the following perils:</p>	<p>The standard Excess shown in the Schedule of Insurance other than when a more specific excess applies.</p> <p>Loss damage or destruction detailed under "What is not covered" against each of the perils stated below</p>
<p>a Fire, subterranean fire, smoke, explosion, lightning and thunderbolt, earthquake, aircraft and other aerial devices or anything dropped or falling from them</p>	<p>1 Loss damage or destruction</p> <p>(a) to any property caused by its own spontaneous fermentation or heating</p> <p>(b) to any property caused by its undergoing any heating process or any processes involving the application of heat</p> <p>(c) caused by contractors on the Premises for the purpose of carrying out contract works structural or other substantial alterations or extensions to Buildings (including any contract under JCT conditions)</p> <p>(d) explosion</p> <p>(i) of boilers</p> <p>(ii) of gas used other than for domestic purposes.</p> <p>(e) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured</p> <p>(f) in respect of and originating in any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus will be the subject of a policy or other contract providing the required inspection service</p>

Section One

Buildings (continued)

What is covered	What is not covered
<p>A) Standard Covers (Continued)</p>	
<p>b Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation</p>	<p>2 Loss damage or destruction</p> <p>(a) arising from confiscation requisition or destruction by order of the government or by any public authority</p> <p>(b) arising from cessation of work</p>
<p>c Storm or flood</p>	<p>Loss damage or destruction by frost</p> <p>Loss damage or destruction to fences gates and moveable property in the open.</p>
<p>d Theft or attempted theft</p>	<p>Theft of the fabric of the Buildings</p>
<p>e Escape of water or oil from any fixed domestic water or heating installation.</p> <p>Or</p> <p>Water freezing in any fixed water or heating installation</p>	<p>Loss damage or destruction to the installation itself.</p> <p>Loss damage or destruction caused by corrosion or wear and tear.</p> <p>Loss damage or destruction when any Buildings are left unoccupied for more than 30 days unless the water has been turned off at the mains and all equipment fully drained.</p> <p>Loss damage or destruction by water discharged from any sprinkler installation</p>
<p>f Collision by any vehicle or animal.</p>	
<p>g Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts.</p>	
<p>h Malicious acts or vandalism.</p>	
<p>i Falling trees, telegraph poles or lampposts or any parts of them.</p>	<p>The cost of removing them other than from the immediate vicinity of the damaged Buildings and disposing of them.</p>

Section One

Buildings (continued)

What is covered	What is not covered
<p>j Subsidence, heave or landslip of the site on which Your Buildings stand.</p>	<p>The first £1,000 of each and every loss or 3% of the reinstatement value of the Buildings damaged, whichever is the greater.</p> <p>Loss damage or destruction caused by:</p> <ul style="list-style-type: none"> (a) new Buildings bedding down; (b) newly made-up ground settling; (c) normal settlement, shrinkage or expansion; (d) demolition, structural alteration or repair; (e) defective design or workmanship or the use of defective materials (f) inadequate foundations and or foundations which did not meet building regulations current at the time of construction. (g) coastal erosion (h) damage which originated prior to the inception of this cover (i) damage to yards, car parks, roads, pavements, walls, gates, fences, swimming pools, terracing and patios unless damage from the same cause also affects other structures insured as Buildings (j) demolition construction structural alteration or repair of any property or groundworks or excavation at the same Premises <p>Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of the Buildings are damaged at the same time and from the same cause.</p> <p>Loss or damage to the Buildings if they are covered by a NHBC policy of Insurance.</p>
<p>2 Accidental damage</p> <p>Accidental damage to underground service pipes and cables from the insured Buildings to the public mains for which You are responsible.</p> <p>Accidental breakage of fixed glass in windows, doors, fan lights and skylights or ceramic hobs in fixed appliances.</p> <p>Accidental breakage of sanitary fixtures.</p>	<p>Loss damage or destruction caused by</p> <ul style="list-style-type: none"> (a) any other event in Section 1 or anything excluded under Section 1; (b) mechanical or electrical faults, breakdown or failure; (c) faulty manufacture, workmanship, defective design or use of defective materials; (d) deterioration or any process of cleaning, dyeing, restoration or repair; (e) corrosion, freezing, wear and tear, settlement or shrinkage. <p>The costs of routine maintenance or normal costs of decoration.</p> <p>Loss damage or destruction to Buildings in course of construction or erection and materials or supplies in connection with such Buildings</p> <p>The standard Excess shown in the schedule</p>

Section One

Buildings (continued)

What is covered	What is not covered
<p>B Additional Covers</p>	
<p>1 Additional expenses.</p> <p>Insurers will pay the following expenses or losses which You have incurred with their permission arising from loss or damage to Your Building which is insured under the Standard Cover:</p> <p>Architects', surveyors', legal and other fees to rebuild or repair Your Buildings.</p> <p>The costs of removing debris, demolishing, propping up or supporting parts of Your Buildings which have been damaged.</p> <p>The additional costs of rebuilding or repairing the damaged parts of Your Buildings to meet any Government or Local Authority requirements (The Stipulations).</p> <p>Costs incurred in the delivery and or re-siting of any insured Buildings at the Risk Address.</p>	<p>Any costs of preparing a claim under this policy</p> <p>The costs of removing debris from areas other than the immediate vicinity of the site at which the loss or damage occurred.</p> <p>Requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the insurance)</p> <p>Any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations</p> <p>Any amount in excess of 15% of the Sum Insured of the Building damaged.</p> <p>The cost incurred in complying with The stipulations for which there is an existing requirement which has to be implemented within a given period</p>
<p>2 Loss of Rent</p> <p>The insurance by this Section extends to include loss of rent receivable or payable, including up to 2 years' ground rent, in respect of the Buildings if insured damage renders them unusable for their normal purpose but only in respect of the period necessary for reinstatement for an amount not exceeding ten per cent of the Buildings Sum Insured.</p>	

Section One

Buildings (continued)

What is covered	What is not covered
<p>3 Workmen</p> <p>Workmen may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby.</p> <p>It is a condition precedent to any liability of the Insurers that when any such work involves the application or generation of heat whether by contractors or workmen or otherwise the Insured shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other loss destruction or damage</p>	<p>The Insurers shall not be liable for loss destruction or damage caused by contractors on the Premises for the purpose of carrying out contract works structural or other substantial alterations or extensions (including an contract under JCT conditions) unless We agree in advance</p>
<p>4 Contractors</p> <p>Where We agree in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by contractors on the Premises Exclusion (c) under Peril A 1 (a) of Standard cover shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by Us are complied with</p>	
<p>The maximum Insurers will pay under this Section is the Sum Insured shown in Your Schedule of Insurance</p>	

Please also see the General Exclusions, which are in addition to the exclusions in Section 1

Section Two

Equipment

What is covered	What is not covered
<p>A Equipment in the Risk Address</p>	
<p>1 Loss or damage to Equipment occurring during the Period of Insurance in the Risk Address and the additional costs necessarily incurred in hiring alternative equipment to replace Equipment that is lost or damaged by any of the following perils:</p>	<p>The standard Excess shown in the Schedule of Insurance other than when a more specific Excess applies.</p> <p>The cost of hiring in equipment after Your lost or damaged Equipment has been replaced.</p> <p>Loss damage or destruction detailed under "What is not covered" against each of the perils stated below</p>
<p>a Fire, smoke, explosion, lightning and thunderbolt, earthquake, subterranean fire, aircraft and other aerial devices or anything dropped or falling from them</p>	<p>1 Loss damage or destruction</p> <p>(a) to any property caused by its own spontaneous fermentation or heating</p> <p>(b) to any property caused by its undergoing any heating process or any processes involving the application of heat</p> <p>(c) caused by contractors on the Premises for the purpose of carrying out contract works structural or other substantial alterations or extensions to Buildings (including any contract under JO conditions)</p> <p>(d) explosion</p> <p>(i) of boilers</p> <p>(ii) of gas used other than for domestic purposes.</p> <p>(e) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured</p> <p>(f) in respect of and originating in any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus will be the subject of a policy or other contract providing the required inspection service</p>

Section Two

Equipment (continued)

What is covered	What is not covered
<p>A) Equipment in the Risk Address (Continued)</p>	
<p>b Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation</p>	<p>Loss damage or destruction</p> <p>(a) arising from confiscation requisition or destruction by order of the government or by any public authority</p> <p>(b) arising from cessation of work</p> <p>(c) to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not caused by acts of malicious persons which do not involve physical force and violence</p>
<p>c Storm or flood</p>	<p>Loss damage or destruction by frost</p> <p>Loss damage or destruction to property left in the open</p>
<p>d Theft or attempted theft.</p>	<p>When the Risk Address is unattended:</p> <p>a) theft or any attempted theft not involving entry to or exit from the Risk Address by forcible and violent means</p> <p>b) theft unless the following minimum security measures are in place and operating</p> <p>i) All patio doors are fitted with a device to prevent the doors being lifted</p> <p>ii) All french doors are fitted with security bolts top and bottom to each leaf</p> <p>iii) All other external doors are fitted with five lever mortice deadlocks to BS3621</p> <p>iv) All accessible opening windows are fitted with key operated window locks</p> <p>Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irredeemable for any reason.</p> <p>Theft or attempted theft from an unattended vehicle</p>
<p>e Escape of water or oil from any fixed domestic water or heating installation.</p> <p>Or</p> <p>Water freezing in any fixed water or heating installation.</p>	<p>Loss damage or destruction to the installation itself.</p> <p>Loss damage or destruction caused by corrosion or wear and tear.</p> <p>Loss damage or destruction when any Buildings are left unoccupied for more than 30 days unless the water has been turned off at the mains and all equipment fully drained.</p> <p>Loss damage or destruction by water discharged from any sprinkler installation</p>
<p>f Collision by any vehicle or animal.</p>	
<p>g Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts.</p>	

Section Two

Equipment (continued)

What is covered	What is not covered
<p>A) Equipment in the Risk Address (Continued)</p>	
<p>h Malicious acts or vandalism.</p>	
<p>i Falling trees, telegraph poles or lampposts or any parts of them.</p>	<p>The cost of removing fallen trees or branches unless they have given rise to a valid claim under this policy</p> <p>Loss or damage caused by trees being cut down or cut back within the Risk Address</p>
<p>j Subsidence, heave or landslip of the site on which Your Risk Address stands.</p>	<p>Loss damage or destruction caused by:</p> <ul style="list-style-type: none"> (a) defective design or workmanship or the use of defective materials (b) damage which originated prior to the inception of this cover (c) demolition construction structural alteration or repair of any property or ground works or excavation at the same Premises <p>Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of the Risk Address are damaged at the same time and from the same cause.</p>
<p>k Accidental damage to Audio and Audio Visual Equipment and Computers used for the Business.</p>	<p>Loss damage or destruction caused by</p> <ul style="list-style-type: none"> (a) any other event in Section 1 or anything excluded under Section 1; (b) mechanical or electrical faults, breakdown or failure; (c) faulty manufacture, workmanship, defective design or use of defective materials; (d) deterioration or any process of cleaning, dyeing, restoration or repair; (e) corrosion, freezing, wear and tear, settlement or shrinkage. <p>The costs of routine maintenance or normal costs of decoration.</p>

Section Two

Equipment (continued)

What is covered	What is not covered
<p>A) Equipment in the Risk Address (Continued)</p>	
<p>I Loss or damage to Stock held on a computer drive or in any other digital format and arising from mechanical or electrical faults, breakdown or failure.</p>	<p>Any claim unless, within 48 hours of its creation, an exact retrievable copy of such Stock has been made and maintained. It is a condition precedent that the effectiveness of the copies of the Stock is preserved by adopting either of the procedures identified in (a) or (b) below.</p> <p>(a) You have stored such copies of the Stock at a separate location where such copies are not connected to the same computer network as the original copy</p> <p>(b) You are using the services of a professional third party company that is in the business of hosting computer back-up files and that meets the standards expected of such a company</p> <p>In any event, such exact retrievable copies of the Stock are to be kept in an environment that is suitable for such media and are to be checked annually to ensure the Stock remains entirely retrievable.</p>

Section Two

Equipment (continued)

What is covered	What is not covered
<p>B) Equipment away from the Risk Address</p> <p>a Loss or damage to Equipment occurring anywhere in the World during the Period of Insurance and caused by any of the perils a,b,c,d,f,h,k or l of Section 2 A (Equipment at the Risk Address). In addition, Insurers will pay for the additional costs necessarily incurred in hiring alternative Equipment to replace that lost or damaged.</p> <p>Equipment taken outside Europe is covered provided that You and any Employees do not spend more than 60 days in any one Period of Insurance outside Europe unless stated otherwise in the Schedule of Insurance.</p>	<p>Loss or damage that is excluded under Section 2A.</p> <p>Loss or damage to Equipment that is not identified in the Schedule of Insurance under Section 2B</p> <p>Loss or damage that takes place in a part of any country to which the Foreign Office advises against travelling at its website www.fco.gov.uk, whether such travel is essential or not. However, this exclusion will not apply if:</p> <p>(a) Such advice was not published on the day of Your departure and You leave that part of the World as soon as possible after the publication of such advice.</p> <p>(b) We have agreed to cover You for loss or damage occurring in that part of the World and have confirmed such coverage in writing prior to Your departure.</p> <p>Damage to property caused by or consisting of:-</p> <p>(a) Inbuilt or latent defect, gradual deterioration, wear and tear, marring, scratching, denting, vermin or insects or its own faulty or defective design or materials</p> <p>(b) faulty or defective workmanship, operational error or omission on your part or that of any of your Employees</p> <p>but subsequent Damage which itself results from a cause not excluded elsewhere in this Section of policy is covered under this Section</p> <p>the cost of repairing or replacing mechanical or electrical equipment following breakdown or misuse</p> <p>any process of cleaning, restoring, altering or repairing</p> <p>Damage consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates but the following is covered under this Section</p> <p>(a) such Damage not excluded elsewhere in this Section of the policy which itself results from any accidental cause</p> <p>(b) subsequent Damage which itself results from a cause not excluded elsewhere in this Section or policy</p> <p>Depreciation in value or any consequential loss</p> <p>Damage to property in the open caused by theft, wind, rain, hail, sleet, snow, flood or dust</p>

Section Two

Equipment (continued)

What is covered	What is not covered
<p>B) Equipment away from the Risk Address (continued)</p> <p>b Theft from an unattended vehicle</p> <p>The maximum amount Insurers will pay is the amount shown in Your Schedule of Insurance in respect of loss or damage from an unattended vehicle</p>	<p>Theft from an unattended vehicle is excluded:-</p> <ul style="list-style-type: none"> (a) unless there is evidence of forcible and violent entry to the vehicle (b) unless the property is concealed from sight and the vehicle has all its points of access closed and secured by all its locks and other protections and all keys are removed from it and retained by the driver (c) other than from the locked boot of a saloon car (d) other than from the luggage compartment of a hatchback, estate car or people carrier where the property insured has been concealed from sight by its proprietary manufactured tailgate and luggage cover <p>Where the property is physically too large to fit inside the luggage compartment of a hatchback, estate car or people carrier without the rear seats being folded forward then Insurers will waive the requirement to use a proprietary luggage cover on condition that the property remains concealed from sight.</p> (e) unless the property insured has been concealed from sight in the storage area of a van (f) if the vehicle has advertising relating to the Business on the outside of the vehicle (g) between the hours of 7 pm and 8 am unless the time of the loss takes place during the Working Day of the driver <p>This exclusion will not apply if the vehicle is garaged in a building which is securely closed and locked, or parked in a compound secured by locked gates</p>
<p>Limit for Section 2A and 2B</p> <p>The maximum Insurers will pay for any single item is £1,500 unless specified otherwise in the Schedule of Insurance. In all other respects, the maximum Insurers will pay is the Sum Insured shown in Your Schedule of Insurance</p>	

Please also see the General Exclusions, which are in addition to the exclusions in Section 2

Section Three

Production Insurance

What is covered	What is not covered
<p>This Section covers Your Production Media</p>	<p>The standard Excess shown in the Schedule other than when a more specific excess applies.</p>
<p>a Loss or damage to Production Media from any cause whatsoever (unless specifically excluded) in respect of any production undertaken by You during the Period of Insurance.</p> <p>For the purpose of this Section, Loss shall mean:</p> <p>(a) Any costs and expenses necessarily incurred in completing any production, over and above the costs and expenses which would have been incurred but for the happening of the insured cause.</p> <p>(b) Such costs and expenses necessarily incurred to produce the production that shall be rendered entirely abortive and valueless directly by reason of the happening of the insured cause.</p> <p>(c) Costs and expenses You sustain in order to avoid or diminish a loss insured hereunder.</p>	<p>Any loss, damage, costs or expenses unless You have made all reasonable checks to ensure that the basic functions of the equipment are in working order and that there are no signs of external damage or wear before filming commences.</p> <p>Where You have failed to maintain a level of professional care that would normally be expected.</p> <p>Any claim for loss or damage to Production Media held on a computer drive or in any other digital format unless either:-</p> <p>(a) Your claim is for an amount less than £500</p> <p>or</p> <p>(b) within 48 hours of its creation, an exact retrievable copy of such Production Media has been made and maintained. It is a condition precedent that the effectiveness of the copies of the Production Media is preserved by adopting either of the procedures identified in (i) or (ii) below.</p> <p>i) You have stored such copies of the Production Media at a separate location where such copies are not connected to the same computer network as the original copy</p> <p>ii) You are using the services of a professional third party company that is in the business of hosting computer back-up files and that meets the standards expected of such a company</p> <p>In any event, such exact retrievable copies of the Production Media are to be kept in an environment that is suitable for such media and are to be checked annually to ensure the Production Media remains entirely retrievable</p>
<p>b Loss or damage resulting from filming using Videotapes which have been cleaned by the Tape Recycling and Rejuvenation System or from faulty stock, faulty equipment or faulty processing.</p>	<p>Losses arising out of filming or use of videotapes or any other recording media, stock, equipment, processing or any other media which is known to be defective prior to filming or use.</p>

Section Three

Production Insurance (continued)

What is covered	What is not covered
<p>c Losses arising out of the confiscation, destruction, damage or detention by Customs or Port or Airport Security Officials of filming equipment, Production Media or any other property or persons necessary for an Insured Production provided that the Insured has taken all reasonable precautions and has complied with the usual customs and security documentation/procedures in respect of those countries being visited.</p>	<p>Loss of Production Media that contains images or recordings of any type that is illegal in the country in question.</p>
<p>The maximum Insurers will pay under this Section is the sum insured shown in Your Schedule of Insurance</p>	

Please also see the General Exclusions, which are in addition to the exclusions in Section 3

Conditions for Sections One, Two and Three

Conditions applicable to Sections 1, 2 & 3

Obsolete Parts

In respect of parts required for repair that are no longer manufactured **Insurers'** liability is limited to the manufacturer's last list price for those items.

Protective Devices

It is a condition precedent to the liability of the Underwriters that whenever the **Risk Address** is left unattended

- (i) all locks bolts and other protective devices are in full operation
- (ii) all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are removed from the Premises

Claims settlements for Sections 1,2 & 3

Buildings, Equipment or Production Media other than Images, manuscripts and sound recordings

In the event of insured loss of or destruction of or damage to any **Buildings, Equipment or Production Media** **Insurers** will pay the full cost of re-building or repair or replacement (at **Insurers'** discretion) without any deduction for age, wear, tear or depreciation provided that:

- The **Buildings, Equipment or Production Media** the subject of the claim have been maintained in good repair.
- the replacement article(s) for **Your Equipment** is (are) substantially the same as but not better than the original article(s) when new.
- **You** actually incur the cost of the repair or replacement of the lost, destroyed or damaged article(s).

Images, manuscripts and sound recordings

In respect of claims for loss, destruction or damage to Images, manuscripts and sound recordings contained on film, transparencies, negatives tapes and computer files, **Insurers** will pay either:

- i) the cost of reinstating the property equal to it's condition when new provided that the replacement property is substantially the same as but not better than the original property when new, and **You** incurs the cost of replacement or
- ii) the cost of re-shoot, re-recording, re-creation or reduplication or additional costs incurred in the replacement of the same from available sources or
- iii) the additional costs that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new where replacement sources are unavailable

The choice of i), ii), or iii) above to be at the discretion of the **Insurers**

Should the Sum Insured of any of the property covered under Sections 1 or 2 be less than the current cost of replacing with new when any loss, destruction or damage occurs then **You** shall be considered to be **Your** own insurer for the difference and shall bear a proportional share of the claim costs accordingly unless otherwise previously agreed in writing by **Insurers**.

If at the time of loss damage or destruction of any of the property identified above is not in good repair an appropriate deduction from any claim settlement will be made

In any event the total liability of the **Insurers** during the **Period of Insurance** shall not exceed the Sum Insured for **Equipment or Production Media** as set out in the **Schedule of Insurance**.

Section Four

Business Interruption

What is covered	What is not covered
<p>In the event of the Business being interrupted or interfered with as a result of an Incident at the Risk Address that is insured by Sections 1 or 2 and happening during the Period of Insurance, provided payment has been or will be made in respect of such property;</p> <p>Insurers will indemnify You in respect of:</p> <p>(a) the loss of Trading Profit due to (i) Reduction in Takings and (ii) Increase in Cost of Working and the amount payable as indemnity shall be:</p> <p>(i) in respect of Reduction in Takings: the sum produced by applying the Rate of Trading Profit to the amount by which the Takings during the Indemnity Period shall following the loss or damage fall short of the Standard Takings</p> <p>(ii) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Takings which but for that expenditure would have taken place during the Indemnity Period following the loss or damage but not exceeding the sum produced by applying the Rate of Trading Profit to the amount of the reduction avoided less:</p> <ul style="list-style-type: none"> • any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Trading Profit which may cease or be reduced following the loss or damage. <p style="padding-left: 40px;">and</p> <ul style="list-style-type: none"> • further in any amount paid by Insurers under Section 3 paragraph a in respect of the same loss or damage. <p>(b) the reasonable charges payable by You to Your professional accountants/auditors for producing any particulars or details contained in Your books of account or other business books or documents or any other proofs, information or evidence as may be required by Us under the terms of the Claims Conditions of this policy and reporting that such particulars or details are in accordance with Your books of account or other business books or documents.</p> <p>In calculating the Rate of Trading, Trading Profit, Annual Takings and Standard Takings, We will make any adjustments that may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figure shall represent as far as possible the results which but for the loss or damage would have been obtained during the relative period after the loss or damage.</p> <p>Insurers will pay the amount necessary to indemnify You up to but not exceeding the Sum Insured unless at the time of the damage the Sum Insured on Trading Profit is less than the actual Trading Profit (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) when any settlement</p>	
<p>Denial of Access Extension</p> <p>This Section is extended to include loss resulting from interruption of or interference with the Business following loss or damage to property in the vicinity of the insured Premises which shall deny or restrict the use or access, whether property forming part of the insured Premises shall be damaged or not. Such loss for the purposes of this Section is deemed to be loss resulting from loss of or damage to property forming part of the insured Premises.</p> <p>The maximum amount payable under this extension is £50,000 in respect of any one loss.</p>	<p>Insurers will not be liable for loss resulting from the first 4 hours of interruption interference to the Business</p>

Section Four

Business Interruption (continued)

What is covered	What is not covered
<p>Public Utilities Extension</p> <p>This Section is extended to include loss resulting from interruption or interference with the Business following loss of or damage to property at any premises from which mains gas or electricity is supplied to You which shall be deemed to be loss resulting from loss of or damage to property forming part of the Risk Address.</p> <p>The maximum amount payable under this extension is £50,000 in respect of any one loss.</p>	<p>Insurers will not be liable for loss resulting from the first 4 hours of interruption or interference to the Business</p>

Conditions Applicable to Section 4 – Business Interruption

1. Departmental Clause

If the **Business** be conducted in Departments, the independent trading results of which are ascertainable, the provisions of clauses (i) and (ii) of item (a) shall apply separately to each Department affected by the loss or damage or destruction.

2. Liquidation or Receivership Clause

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless continued cover be agreed by **Endorsement** signed by or on behalf of the **Insurer**.

3. Value Added Tax Clause

To the extent that **You** are accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

4. Alternative Trading

If during the **Indemnity Period** goods shall be sold or work done elsewhere than at the **Risk Address** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or work shall be brought into account in arriving at the **Takings** during the **Indemnity Period**.

5. Claim Payments on Account

In the event of loss, payments on account will be made monthly to **You**, if desired.

Section Five

Loss of Money

What is covered	What is not covered
<p>Insurers will pay for loss of Money during the Period of Insurance whilst:</p> <ul style="list-style-type: none"> a) In bank night safes or in transit b) In any residence attended by You or any partner, director or Employee; c) in an enclosed room at the Risk Address; <p>as specified below whilst within the United Kingdom.</p> <p>Insurers will also indemnify You in the event of loss of or damage to:</p> <ul style="list-style-type: none"> a) any safe or strong room, or b) any case, bag or waistcoat when such are used for the carriage of Money, <p>directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured.</p> <p>The liability of the Insurers shall not exceed in respect of:</p> <ul style="list-style-type: none"> a) any single loss of Money (other than Uncleared Funds) <ul style="list-style-type: none"> i) in bank night safes or in transit including whilst within bank premises until deposited there provided that in the event that the amount in transit exceeds £3,000 it shall be accompanied by a minimum of two able-bodied adult persons. £5,000 ii) in any attended residences of You or any partner, director or Employee, that is not at the Risk Address £500 iii) in an enclosed room at the Risk Address <ul style="list-style-type: none"> a) during Business Hours £5,000 b) out of Business Hours secured in a locked safe or strongroom £1,000 c) out of Business Hours not secured in a locked safe or strong room £350 d) at Your attended residence that is at the Risk Address £500 b) any single loss of Money consisting of Uncleared Funds £500,000 	<p>The standard Excess shown in the Schedule of Insurance</p> <p>Any loss arising from fraud or dishonesty or any Employee:</p> <ul style="list-style-type: none"> (a) unless discovered within seven days after the event and reported to the police; (b) if covered by a policy of fidelity guarantee insurance <p>Shortages due to error or omission.</p> <p>Any loss from an unattended vehicle.</p> <p>Any loss caused by depreciation, shortages, errors, omissions or direct or indirect consequential losses of any kind</p> <p>Any loss due to the use of counterfeit Money</p> <p>Theft of any Money that is unattended and is not within the four walls of a structure</p> <p>When the Risk Address is unattended:</p> <ul style="list-style-type: none"> a) theft or any attempted theft of Money not involving entry to or exit from the Risk Address by forcible and violent means b) theft unless the following minimum security measures are in place and operating <ul style="list-style-type: none"> i) All patio doors are fitted with a device to prevent the doors being lifted ii) All french doors are fitted with security bolts top and bottom to each leaf iii) All other external doors are fitted with five lever mortice deadlocks to BS3621 iv) All accessible opening windows are fitted with key operated window locks

Please also see the Conditions Precedent for Section 5 and the General Exclusions, which are in addition to the exclusions in Section 5

Section Five

Loss of Money (continued)

Conditions Precedent for Section 5

It is a condition precedent to the liability of the **Insurers** that whenever

- (1) the Premises are left unattended
 - (i) all locks bolts and other protective devices are in full operation
 - (ii) all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are removed from the Premises
- (2) any room containing **Money** is left unattended during **Business Hours**
 - (i) the room is fully locked
 - (ii) all **Money** in excess of £250 is placed in a locked safe
 - (iii) all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are kept in the custody of the person responsible for the **Money**

2. Money in Safe

An accurate record of all **Money** in each safe or strongroom will be kept in a secure place away from the said safes or strongrooms.

Section Six

Public, Products and Employer's Liabilities

Section Definitions

The words defined below will have the same meaning wherever they appear in bold type in this Section

Airside	Any part of an airport, aeroplane or other flying conveyance where access is denied to passengers entitled to fly or restricts their activities to passing through that area or prohibits passengers from undertaking commercial activities without permission from the appropriate authorities.
Business	The Business as stated in the Schedule of Insurance and for the purposes of this Section shall include: (a) the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of the Insured's Employees and fire, security, first aid and ambulance services. (b) the ownership, repair, maintenance and decoration of the Insured's premises. (c) private work carried out by any Employee of the Insured (with the consent of the Insured) for any director partner or senior official of the Insured .
Damage	Physical loss of or physical damage to material property
Insured	Includes: (a) the legal, personal representatives in the event of the Insured's death in respect of legal liability incurred by the Insured . (b) if You so request any director, partner or Employee in respect of liability for which You would have been entitled to indemnity if the claim had been made against You . (c) any officer or member of the Insured's canteen, social, sports or welfare organisations and fire, first aid and ambulance services. (d) any director, partner or Employee in respect of private work carried out by an Employee for any such person with the consent of the Insured .
Injury	Injury to the body, death, illness, disease or shock causing Injury to the body.
Offshore	As from the time when the Insured or Employees or any other person or persons for whom the Insured may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation.
Products	Goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the Insured in the course of the Business and not within the custody of the Insured
Territorial Limits Part 1 Employers Liability	(a) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man (b) elsewhere in the world in respect of Injury arising out of and in the course of employment by the Insured in connection with the Business sustained by an Employee normally employed within the territories specified in (a) of this Section Definition whilst working temporarily outside such territories
Territorial Limits Part 2 Public/Products Liability	(a) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man (b) any other member country of the European Union or (c) elsewhere in the world other than North America in respect of Injury or Damage caused by or arising from (i) clerical administrative and other non manual activities of the Insured or an Employee normally employed within the territories specified in (a) of this Section Definition and occurring during any temporary visit made in connection with the Business (ii) any Product

Section Six

Public, Products and Employer’s Liabilities (continued)

What is covered	What is not covered
<p>Part 1 – Employers Liability</p> <p>The Insurers will indemnify the Insured against all sums which the Insured becomes legally liable to pay as compensatory damages and claimants costs and expenses in respect of Injury sustained by an Employee arising out of and in the course of employment by the Insured within the Territorial Limits in connection with the Business during the Period of Insurance</p> <p>The Insurers will also pay for legal costs and expenses incurred with its prior written consent</p> <ul style="list-style-type: none"> (a) in defence of any claims (b) for representation at any coroners inquest or inquiry in respect of any death <p>which may be the subject of indemnity under Part 1 of this Section</p> <p>Limit of Indemnity</p> <p>The maximum liability of the Insurers under Part 1 of this Section (Employers Liability) inclusive of all costs and expenses shall be the Limit of Indemnity stated below in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence</p>	<p>Part 1 - Employers Liability</p> <p>The Insurers will not be liable</p> <ul style="list-style-type: none"> (a) to pay compensation to an Employee for Injury sustained when the Employee is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk (b) for liability arising out of any work undertaken and/or visit Offshore <p>Employers Liability - Compulsory Insurance Clause</p> <p>The Indemnity granted by this Part 1 of this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Channel Islands but the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law.</p>

Section Six

Public, Products and Employer’s Liabilities (continued)

What is covered	What is not covered
<p>Part 2 - Public/Products Liability</p> <p>The Insurers will indemnify the Insured against all sums which the Insured becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental</p> <p>(a) Injury to any person</p> <p>(b) Damage</p> <p>(c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring in connection with the Business during the Period of Insurance within the Territorial Limits</p> <p>The Insurers will also pay for legal costs and expenses incurred with its prior written consent</p> <p>(a) in defence of any claims</p> <p>(b) for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under Part 2 of this Section</p> <p>Limit of Indemnity</p> <p>The maximum liability of the Insurers in respect of all indemnity payable under part 2 of this Section (Public and Products Liability) in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated below</p>	<p>Part 2 - Public/Products Liability</p> <p>The Insurers will not be liable</p> <p>(a) for Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:</p> <p>(i) any mechanically propelled vehicle (including any attached trailers) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation</p> <p>This exclusion shall not apply to the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare</p> <p>(ii) any aircraft or watercraft (other than small pleasure craft not mechanically propelled and not exceeding fifteen feet in length) or the loading or unloading of such watercraft.</p> <p>(b) for liability for Injury to any Employee where such Injury arises out of and in the course of employment by the Insured</p> <p>(c) for Damage to material property in the custody or control of or owned by the Insured or any Employee other than personal effects of Employees or visitors</p> <p>(d) for liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by the Insured or by anyone on the Insured’s behalf</p> <p>(e) for liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement</p> <p>(f) for liability arising out of any work undertaken and/or visit Offshore unless specifically agreed in writing by Insurers prior to the loss</p> <p>(g) for Damage to Products supplied by You if such Damage is attributable to any defect therein and the cost of or expenses incurred in recalling, repairing, replacing or making any refund in respect of such Products</p> <p>(h) for liability arising from:</p> <p>i. libel, slander or any other form of defamation.</p> <p>ii. infringement of plans, copyright, patent, trade name, trademark or registered design</p> <p>iii. any breach of professional duty or fault, error or omission in any advice, instruction, information, design plan formula computer program or specification</p>

Section Six

Public, Products and Employer’s Liabilities (continued)

What is covered	What is not covered
<p>Part 2 - Public/Products Liability</p>	<p>Part 2 - Public/Products Liability</p>
<p>Leased, Hired or Rented Premises The Insurers will indemnify the Insured against all sums which the Insured becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of Damage to premises leased, hired or rented to the Insured for the purpose of the Business occurring during the Period of Insurance</p> <p>Provided that the liability of the Insurers will not exceed the Public Liability Limit of Indemnity</p>	<p>The Insurers will not be liable for</p> <ul style="list-style-type: none"> (a) the first £250 of such Damage caused otherwise than by fire or explosion (b) liability assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement
<p>Cross Liabilities If this policy is issued in the joint names of more than one Insured the Insurers will indemnify each of them as though a separate policy had been issued to each of them. The Insurers will not be liable in the aggregate for any amount in excess of the Public and Products Liability Limit of Indemnity.</p>	
<p>Indemnity to Principal The Insurers will indemnify any Principal for legal liability arising out of work carried out by the Insured under a contract or agreement provided that</p> <ul style="list-style-type: none"> (a) an indemnity would have been provided under this Section had the claim been made against the Insured (b) the Principal complies with and is subject to all terms conditions and exclusions in this policy in so far as they can apply (c) the full conduct and control of all claims is vested in the Insurers <p>Principal means any public authority government body company firm organisation or person for whom the Insured is undertaking a contract</p>	

Section Six

Public, Products and Employer's Liabilities (continued)

What is covered	What is not covered
Part 2 - Public/Products Liability	Part 2 - Public/Products Liability
<p>Defective Premises Act 1972 The Insurers will indemnify the Insured for legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the Insured for purposes pertaining to the Business and since disposed of by the Insured.</p>	<p>The Insurers will not be liable for Injury or Damage</p> <ul style="list-style-type: none"> (a) happening prior to the disposal of the premises (b) to the premises disposed of
<p>Contingent Motor Liability The Insurers will indemnify the Insured for legal liability arising out of the use of any motor vehicle not belonging to or provided by the Insured but being used by an Employee in connection with the Business</p>	<p>The Insurers will not be liable</p> <ul style="list-style-type: none"> (a) for Damage to such motor vehicle or property conveyed therein or therefrom (b) for Injury or Damage arising while such motor vehicle is being driven by the Insured or any partner of the Insured (c) if indemnity is available under any other insurance or security (d) for Injury or Damage occurring outside the United Kingdom
<p>Health and Safety at Work etc. Act - Legal Defence Costs The Insurers will pay for all costs and expenses incurred with its prior written consent in respect of the defence of</p> <ul style="list-style-type: none"> (a) the Insured (b) at the Insured's request any Employee <p>against prosecution or incurred in connection with an appeal against conviction arising from such prosecution under the provisions of</p> <ul style="list-style-type: none"> (i) the Health and Safety at Work etc. Act 1974 (ii) the Health and Safety at Work (Northern Ireland) Order 1978 <p>Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the Business and relates to the health, safety and welfare of any person other than a director, partner or Employee</p>	<p>Insurers will not be liable for</p> <ul style="list-style-type: none"> (a) legal costs and expenses where indemnity is provided by any other insurance (b) legal costs and expenses arising out of any deliberate act or omission by the Insured or any Employee (c) any fines or penalties imposed as a consequence of such prosecution

Limits of Liability

1. Employers Liability
2. Public and Products Liability

Provided that the liability of the **Insurers** for all indemnity payable in respect of or arising out of **Products** will not exceed the Public and Products Liability Limit of Indemnity in any one **Period of Insurance**

£10,000,000
£2,000,000
unless another Limit of Indemnity is shown on **Your Schedule of Insurance**

Section Six

Public, Products and Employer's Liabilities (continued)

Exclusions applying to Section 6

1. Any claim arising of the employment or involvement of any of the following:

- (a) any dangerous animal
 - (b) any person who at the time of engagement is less than 16 years of age or more than 70 years of age
- unless **We** have agreed in writing prior to commencement of filming or recording

2. Any claim arising in connection with any work on or in:

- (a) **Offshore, Airside** or underwater locations
- (b) chemical or petro chemical works oil or gas refineries or storage facilities
- (c) power stations
- (d) nuclear power stations
- (e) any installations where nuclear processing is undertaken
- (f) chimney shafts, blast furnaces, viaducts, tunnels, quarries, mines or collieries
- (g) railway tracks or yards

unless **We** have agreed in writing prior to commencement of filming or recording

3. Liability arising from any action brought under the jurisdiction of the United States of America or Canada

4. **Pollution or Contamination**

All liability in respect of pollution or contamination including the cost of removing nullifying or cleaning up seeping or polluting or contaminating substances or remediation unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**

Provided that

- (a) all pollution or contamination which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- (b) the liability of the company for all damages and claimants costs and expenses payable in respect of all pollution or contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate £2,000,000 in all respect of any one **Period of Insurance**

Pollution or Contamination shall mean

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (ii) all **Injury or Damage** directly or indirectly caused by such pollution or contamination

arising from Seeping or Polluting or Contaminating Substances

Seeping or Polluting or Contaminating Substances means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid, alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Remediation includes "remediation" under the Environment Act 1995

Please also see the General Exclusions, which are in addition to the exclusions in Section 6

Section Seven

Professional Indemnity

What is covered	What is not covered
<p>This Section covers You against all sums You become legally liable to pay as damages and claimants' costs and expenses as a result of any Claim or Claims made against You and notified to Insurers during the Period of Insurance arising out of any act, error or omission on Your part in or about the conduct of Your business as specified in the Schedule of Insurance subject to all the terms and conditions of Your policy</p> <p>The Insurers also agree to pay all costs and expenses incurred in the investigation, defence or settlement of any valid claim under this Section</p> <p>This Section also extends to cover in like manner to the Insured:</p> <p>any Employee or director of the Insured or any other person, persons, partnership firm or company acting for or on behalf of the Insured in or about the conduct of the Insured's business as specified in the Schedule of Insurance</p> <p>The Insurers will provide indemnity for all sums which You become legally liable to pay as damages and claimants cost and expenses in respect of:</p> <ol style="list-style-type: none">i. libel or slander or in Scotland defamation by reason of utterances of the Insuredii. any inadvertent breach of the Press Complaints Commission Code of Conduct or for awards for invasion of privacyiii. any inadvertent breach of confidential information, patent or copyright or plagiarism or the unauthorised use or infringement of the systems or designs of others whether negligence is proven or notiv. any reasonable costs agreed by the Insurers incurred in prosecuting any claim for an injunction and/or damages arising out of the circumstances referred to hereinabovev. any unintentional breach of confidentiality on the part of the Insuredvi. dishonest or criminal acts of Employees of the Insured for which the Insured is liable but this Section shall not provide an indemnification against any claim brought about or contributed to by any dishonest or fraudulent act or omission of the Insured or any of its directors	<p>Damages arising directly or indirectly from Bodily Injury, sickness, disease or death sustained by any person arising out of and in the course of his/her employment by the Insured under any contract of service or apprenticeship or for any breach of any obligation owed by the Insured as an employer to any Employee</p> <p>Losses arising directly or indirectly from the ownership, possession or use by or on behalf of the Insured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle</p> <p>Losses arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Insured</p> <p>Losses arising directly or indirectly from any liability assumed by the Insured under any express warranty, agreement or guarantee unless such liability would have attached to the Insured notwithstanding such express warranty, agreement or guarantee</p> <p>Losses arising out of or relating to goods or products sold, supplied, repaired, altered, manufactured, installed or maintained by the Insured or any related company or by sub-contractors of the Insured</p> <p>Losses arising from injury of the body, sickness, disease or death sustained by any person or loss, damage or destruction of property unless such claim emanates from negligent advice, design, specification, formula or a breach of duty owed in a professional capacity by the Insured</p> <p>Losses arising out of or relating directly or indirectly to the insolvency or bankruptcy of the Insured</p>

Section Seven

Professional Indemnity (continued)

What is covered	What is not covered
<p>vii. any costs, with the prior approval of the Insurers incurred by the Insured in providing services to repair, remediate or mitigate damages</p> <p>viii. compensation in the event of the under-mentioned persons attending court as a witness at the request of the Insurers in connection with a claim which is the subject of indemnity, at the following rates:</p> <ol style="list-style-type: none"> 1. any director or partner of the Insured £250 per day 2. any Employee of the Insured £100 per day <p>ix. legal liability of whatsoever nature which the Insured may incur to any other person in consequence of Documents in Trust having been destroyed, damaged, lost or mislaid</p> <p>x. costs and expenses of whatsoever nature incurred by the Insured in replacing or restoring Documents in Trust</p> <p>xi. costs and expenses incurred with the written consent of the Insurers in the defence or settlement of any claim to establish liability in respect of an event leading to a claim under this Section</p>	
<p>Documents in Trust</p> <p>The Insurers will indemnify You for the loss or damage of Documents in Trust if during the Period of Insurance You discover that any Documents in Trust which may now or hereafter be or be supposed or believed to be in Your custody or in the custody of any other person to or with whom such Documents in Trust have been entrusted, lodged or deposited by You in the ordinary course of Business have been destroyed or damaged or lost or mislaid and after diligent search cannot be found</p> <p>The maximum the Insurers will pay under this Section is the sum insured shown in Your Schedule of Insurance</p>	<p>Where You are entitled to an indemnity under any other insurance</p> <p>Where the loss or damage is brought about or contributed to by any dishonest, fraudulent or criminal act or omissions of You or of any person at any time employed by You or any of Your directors</p>

Please also see the General Exclusions, which are in addition to the exclusions in Section 7

General Exclusions Applicable to the Whole of this Insurance

1. Nuclear Risks

The **Insurers** will not be liable for

(a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss

(b) any legal liability of whatsoever nature

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

(i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel

(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to Part 1 of Section 6 - Employers Liability

2. War Exclusion

The **Insurers** will not be liable for

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

This General Exclusion does not apply to Part 1 of Section 6 - Employers Liability

3. Date Change/Computer Clause

The **Insurers** will not pay for any loss or damage or destruction caused by or liability of whatsoever nature arising from

(a) the failure of any computer or other equipment or system for processing, storing or retrieving data whether the property of the **Insured** or not and whether before, during or after the year 2000 to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

(b) loss damage or destruction to records, discs cassettes, tapes and computer discs

(c) dismantling or misuse

(d) loss or damage or destruction to computer and auxiliary equipment or computer media directly and indirectly occasioned by or arising from **Virus or Similar Mechanism** or **Hacking**

(e) the cost of replacing data

However, nothing in this General Exclusion will prevent the payment of claims made under Sections 2(l) or 3(a) subject to the conditions set out for those Sections

4. Pressure Waves

The **Insurers** will not pay for loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

General Exclusions Applicable to the Whole of this Insurance (continued)

5. Change in Water Table Level

The **Insurers** will not pay for loss damage or destruction attributable solely to change in the water table level

6. Terrorism

The **Insurers** will not pay for liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss damage or destruction directly or indirectly caused by, resulting from or in connection with):

- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

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 (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any Section of the public in fear

In any action suit or other proceedings where the **Insurers** allege that by reason of this exclusion any liability death injury loss damage destruction costs or expense is not covered by this policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the **Insured**

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

7. Asbestos Exclusion

The **Insurers** will not be liable for any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This exclusion shall not apply in respect of such removal or disposal provided that

- (a) such activity does not form part of the **Insured's** usual business or contract and
- (b) the discovery of asbestos by the **Insured** is unintentional and accidental and
- (c) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- (d) an HSE licensed asbestos removal contractor is employed if legally required
 - i) to make safe the area in which the discovery is made as soon as is practicable
 - ii) who has Employers Liability and Public Liability insurances in force
 - that provide Limits of Indemnity no less than those stated in the **Schedule of Insurance** and
 - that do not exclude the work to be carried out

General Exclusions Applicable to the Whole of this Insurance (continued)

8. Pollution or Contamination

The **Insurers** will not pay for

- (i) liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement
- (ii) liability in respect of pollution or contamination including the cost of removing nullifying or cleaning up seeping or polluting or contaminating substances or remediation unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**

Provided that

- (a) all pollution or contamination which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- (b) the liability of the **Insurers** for all damages and claimants costs and expenses payable in respect of all pollution or contamination which is deemed to have occurred during the **Period of insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule of Insurance**

This General Exclusion does not apply to Section 6 (Public, Products and Employers' Liability)

9. Electrical or mechanical breakdown

The **Insurers** will not be liable for loss or damage or destruction to Property Insured caused by mechanical or electrical breakdown or derangement except as specifically covered under Section 2(l) (Stock), Section 3 (Production Insurance) or Section 7 (Professional Indemnity)

10. Other General Exclusions

The **Insurers** will not be liable for

- (i) loss or damage or destruction to Property Insured caused by vermin, insects, rot, woodworm, damp, condensation, mildew, fungus, depreciation, wear and tear, normal deterioration, any process of cleaning or repair or restoration or alteration, scratching, denting, atmospheric or climatic conditions, the action of light or any gradually operating cause. However scratching of a photographic lens caused by an insured event is not excluded
- (ii) loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons
- (iii) any loss or damage or injury as a consequence of illegal activities
- (iv) any loss damage or destruction caused by deliberate acts by the **Insured**
- (v) any loss of value following a claim payment
- (vi) any loss damage or destruction to vehicles licensed for road use (including accessories thereon)
- (vii) any injury, loss of or damage or destruction to livestock, growing crops or trees
- (viii) the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages
- (ix) loss damage or destruction from pollution or contamination unless arising in consequence of loss damage or destruction caused by or resulting in Perils A1A to A1J. *This General Exclusion does not apply to the Public / Products Liability Part of the Liabilities Section and its Extensions*
- (x) any loss, damage or injury caused by pets. *This General Exclusion does not apply to Part 1 of Section 6 - Employers Liability*

General Conditions Applicable to the Whole of this Insurance

General Conditions numbers 1, 5, 6, 13 and 14 are all conditions precedent to any liability of the Insurers under this policy

1. Observance of Terms

You must observe the terms, exclusions and conditions of this policy and take all reasonable steps to prevent loss damage destruction or accidents

2. Alteration in Risk

The **Insurers** will not be liable for any loss damage destruction or legal liability following

- (a) alteration of the **Premises** or occupation thereof or to the Business whereby the risk of damage or legal liability is increased
- (b) cessation of the **Insured's** interest except by will or operation of law
- (c) alteration of partners having operational control of the **Insured** unless such alteration is agreed in writing by the **Insurers**

3. Other Insurance

If any claim covered by this policy is also covered in whole or in part by any other insurance the liability of the **Insurers** shall be limited to their rateable proportion of such claim

4. Fraudulent Claims

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this policy all benefit hereunder shall be forfeited

5. Misrepresentation or non-disclosure

This policy shall be voidable if there has been misrepresentation or non-disclosure of any material fact

6. Criminal Record

You must advise **Us** of the bankruptcy of anyone named as the **Insured** or their conviction of arson, deception, forgery, theft, robbery or receiving or any crime of violence association with any of these offences or with any other offence against property (If any doubt exists as to whether any change is within this condition it should be advised to **Us**)

7. Reasonable Care

You must take all reasonable care to ensure the safety of the Property Insured and to prevent injury to **Employees** or **Third Parties** or damage to their property. **You** must act at all times as if **You** are uninsured and attempt to keep all costs/expenses in respect of any claim to a minimum. **You** must comply with all statutory obligations and regulations

8. Arbitration

If the **Insurers** accept **Your** claim but **You** disagree over the amount **You** will be paid, the dispute will be referred to an Arbitrator who will be appointed in accordance with current law. When this occurs the Arbitrator must decide on an award before **You** can bring proceedings against **Insurers**

9. Cancellation

a) Cancellation by **Insurers**

Insurers can cancel this insurance by giving not less than fourteen days' notice in writing to **You** at **Your** last known address and **Your Premium** will be adjusted by making a deduction for the proportion of time on risk when **You** were covered up to the cancellation date. No cancellation charge will be made.

Notice shall be deemed to be duly received if such notice has been sent by post in a pre-paid and properly addressed envelope.

b) Cancellation by **You**

Should **You** cancel this insurance **You** may be entitled to a refund of **Premium** provided **You** have not made a claim during **Your** current year of insurance. **Your** refund will be calculated by making a deduction for the proportion of time on risk when **You** were covered up to the cancellation date and a cancellation charge will be applied. If **You** have made a claim any **Premium** return will be discretionary.

Cancellation by **You** must be notified to **Us** in writing prior to the cancellation date.

General Conditions Applicable to the Whole of this Insurance (continued)

10. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a **Third Party** which exists or is available apart from the Act

11. English Law

This contract is subject to English law

12. Risk Improvement Requirements

All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insurers** shall be complied with and continue to be complied with during the whole currency of the policy

13. Security of Your Property

You should ensure that **Your Risk Address** is protected against theft and any protections meet the following minimum security requirements or seek the **Insurers'** agreement to alter them

- a) All external doors must be protected with:-

Either

A 5-level mortice deadlock or rim dead-latch with a key locking handle on inside

Or

Key Operated bolts fixed at the top and bottom of the door in addition to the existing locks.

In the case of Sliding patio doors the **Insurers** will accept key operated patio door locks mounted internally on centre rails(s)

- b) Ground Floor and accessible opening windows (e.g. via a flat roof) must have key operated window locks
- c) Any additional requirements are set out in **Your Schedule of Insurance**

Claims Procedure

The following paragraphs 1 to 7 inclusive are all conditions precedent to the liability of the **Insurers** under this **policy**

1. **You** will on the happening of any loss damage or destruction to the Property Insured give immediate notice thereof in writing to **Us** and shall at **Your** own expense within thirty days after the happening of such loss damage or destruction send **Us** a claim in writing with such detailed particulars and proofs as may be reasonably required. If the **Insurers** elect or become bound to reinstate any **Buildings You** must furnish to **Us** all such plans, specifications and quantities as the **Insurers** may reasonably require
2. In the case of loss or damage by theft or any attempted theft or malicious damage **You** will also give immediate notice to the police
3. **You** will on receiving notice of any accident or claim give immediate notice in writing to **Us** and shall supply full particulars in writing and shall send to **Us** any writ, summons or other legal process issued or commenced against **You** unacknowledged and will give all necessary information and assistance to enable the **Insurers** to settle or resist any claim or to institute proceedings and shall not negotiate, pay, settle, admit or repudiate any claim
4. Whenever anything occurs which might give rise to a claim under this policy **You** will do and permit to be done all things reasonably practicable to minimise the damage or to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
5. **You** will provide all help and assistance and co-operation required by the **Insurers** in connection with any claim
6. **You** shall at **Your** own expense furnish to the **Insurers** any certificates information and evidence that may from time to time be required by the **Insurers** and in the form prescribed by the **Insurers**
7. any claim for costs and expenses incurred by **You** in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by **Insurers**

The Insurers will be entitled:

- on the happening of any loss damage or destruction to the property insured to enter any **Buildings** where the loss damage or destruction has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this policy shall be proof of leave and licence for such purpose. No property may be abandoned to the **Insurers**
- to undertake in the name and on behalf of the **Insured** the absolute conduct, control and settlement of any proceedings and to take proceedings at their own expense and for their own benefit but in the name of the **Insured** to recover compensation or secure indemnity from any **Third Party** in respect of anything covered by this policy

