

Theatrical production.



Policy wording



Theatrical Production Policy Wording

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Our Agreement

Introduction

Welcome and thank you for choosing to buy **your** Theatrical Production **policy** from Markel International Insurance Company Limited. This document, **your schedule** and any endorsements attached form **your policy**. This document sets out the conditions of the insurance between **you** and **us**. The operative Sections of **your policy** are indicated in **your schedule**. Please read the whole document carefully and keep it in a safe place.

Information you have given us

In deciding to accept **your policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat **your policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

1. treat **your policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
2. amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
3. reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
4. cancel **your policy** in accordance with General Condition 3.

We will write to **you** if we:

1. intend to treat **your policy** as if it never existed; or
2. need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as **you** can.

Claims

If a claim is made against **you**, or **you** become aware of any circumstance which is likely to give rise to a claim being made against **you**, which may result in a payment being made under **your policy**, please make sure that **you** read and comply with the **Claims Conditions** on page 39 as a failure to do so may result in **your** ability to claim under **your policy** being compromised.

Interpretation

Words when appearing in **bold** type, other than in headings or titles of paragraphs (which headings and titles of paragraphs are included for ease of reference only and do not lend any meaning to this contract), are defined terms whose meanings appear in the **General Definitions** Section on page 41 and they shall have the same meaning throughout **your policy**, whether expressed in the singular or the plural. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and any word appearing in **your policy** in the singular shall include the plural and in the plural shall include the singular. References to Extensions, **General Exclusions**, **General Conditions**, **Claims Conditions** and **General Definitions** relate to the respective Sections of **your policy**. Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Notice

It is always **our** intention to provide **our** clients with a first class standard of service. However, if **you** have any cause for complaint, please refer to the **Complaints Procedure** appearing at the end of **your policy**. If **you** wish to make any other enquiry concerning **your policy** please contact the intermediary or insurance broker who arranged this insurance for **you**.

Property Section

Cover

We will pay for the amount of loss for the value of:

1. **theatrical property;**
2. **office contents;** and
3. **computer and telecommunication equipment**

owned by **you** or which is the **property** of others for which **you** are legally responsible and which is **damaged** during the period of insurance at the **premises** or within the **geographical limits** shown on **your schedule**.

Continuing Hire Charges

We will also pay all sums which **you** become legally liable to pay as **compensation** for the amount of related continuing hire charges as a result of **damage** to **property** used or to be used in a **production** for up to 13 weeks or limit of liability GBP 150,000 whichever is less.

Alternative Hire Charges

We will also pay additional costs in hiring alternative **property** as a result of **damage** to **property** used or to be used in a **production** for up to limit of liability GBP 100,000.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and continues until the expiration of the period of insurance or for **theatrical property** in storage in the **geographical limits** up to 30 days from the date of the last scheduled **performance**.

Basis of Settlement

In the event of **damage**, **property** will be valued at the full cost of repair or replacement without deduction for wear and tear and gradual deterioration to a condition equal to, but not better or more extensive than its condition when new provided that the **property** is actually repaired or replaced by **you** within a reasonable period of time following the loss.

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

If not repaired or replaced, the **property** will be valued at its **actual cash value** on the date of loss. If the **property** was the **property** of others hired to **you** under a written contract or agreement and the **property** is not repaired or replaced it will be valued at the contractual value as specified.

Day One Value

If the value of **your property** is inadvertently more than you declared at the inception of **your policy** we will pay **you** up to an additional 15% of the limit of liability stated in **your schedule**.

Average

The limit of liability shown in **your schedule** is declared to be at least 85% of the total value of the declared **property**; if at the time of a loss the limit of liability exceeds this limit then the amount **we** pay **you** will be reduced in the same proportion. However, if the under reporting was inadvertent then the Day One Value clause will apply.

Exclusions

We will not cover loss directly or indirectly caused by or resulting from:

1. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere extremes or change of temperatures, shrinkage, evaporation, loss of weight, rust, contamination or leakage of contents unless caused by a peril not otherwise excluded;
2. **damage to property** sustained while the **property** is being actually worked upon and directly resulting therefrom or **damage** to any **property** undergoing construction, alteration, repair or testing unless accidental fire or explosion ensues and then only for the **damage** caused by the ensuing fire or explosion.
3. This exclusion does not apply to repair, restoration, restructuring or painting of **your property** by **your employees** at premises owned or occupied by **you**;
4. cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or failure of welds or boilers;
5. shortage of inventory or any unexplained loss or mysterious disappearance;
6. rain, sleet, snow or hail whether driven by wind or not to **property** stored in the open;
7. short circuit or other electrical injury, disturbance or failure unless fire ensues and then only for loss or **damage** caused by the fire;
8. theft from any vehicle while such vehicle is unattended, unless at the time of such theft the windows and compartments of the vehicle are securely closed and locked and all contained items are not visible from outside and such theft results from forcible entry. This exclusion shall not apply to **property** in the custody of carriers for hire;
9. loss, distortion, corruption or erasure of **programs** and **reinstatement of programs** and **reinstatement of data** or the value to **you** of the **data** contained;
10. **damage** to any item of **computer and telecommunication equipment** due to its own breakdown or derangement unless the item is at the time of the **damage** the subject of a maintenance, rental hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance at inclusive cost;
11. **damage** recoverable under any guarantee or maintenance rental hire or lease agreement;
12. **damage** to the **computer and telecommunication equipment** caused by or attributable to defective packing or incorrect or insufficient addressing;
13. **damage** caused by error in machine programming or instructions to the machine;
14. **damage** caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a **computer virus** but this shall not exclude **damage** not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe.

Property Not Insured

We will not cover loss directly or indirectly caused by or resulting from:

- (a) animals, growing plants (unless used as a theatrical set), accounts bills, currency or money, notes, securities, stamps, deeds, evidence of debt, letters of credit, credit cards, passports and railroad airline or other tickets;
- (b) permanent buildings or structures, including but not limited to, improvements and betterment's;
- (c) furniture and fixtures which are not used or intended to be used as part of **theatrical property** unless forming part of **your office contents**; and

- (d) any conveyances or their appurtenances including vehicles except whilst being used as part of a theatrical set unless agreed otherwise by **us**.

Special Extensions - Computer and Telecommunication Equipment

Under Cover 3 of this Section, **we** will pay the following if stated on **your schedule**. The limit of liability for these Special Extensions is not in addition to the limit of liability stated in **your schedule** in connection with any **production**.

1. Reinstatement of Programs and Data

We will pay for loss, distortion, corruption or erasure of **programs** and/or **data** recorded on **media** and the costs necessarily and reasonably incurred by **you** in the **reinstatement of programs** and/or **reinstatement of data** but excluding the value to **you** of the **data** contained. However, **we** will not pay for loss, distortion, corruption or erasure of **programs** and/or **data** recorded on **media** unless the accidental loss, distortion, corruption or erasure of **programs** and/or **data** itself results from other **damage** to **computer and telecommunication equipment** and is not otherwise excluded.

2. Increased Cost of Working

If the computer operations of the **business** at the **premises** are interrupted or interfered with due to **damage**, **we** will pay the **increased cost of working**. However, **we** will not pay for:

- (a) the additional expenditure incurred during the first 48 hours following breakdown or derangement of any item of **computer and telecommunication equipment** if a maintenance, rental hire or lease agreement providing a minimum service of on-call remedial and/or corrective maintenance at inclusive cost is not in force on the item;
- (b) the costs of **reinstatement of data** and **reinstatement of programs**; and
- (c) any loss which is also insured under the **Business Interruption Section**.

3. Removal of Debris

We will pay for costs and expenses necessarily incurred by **you** with **our** consent for removing **computer and telecommunication equipment** debris and dismantling or demolishing **computer and telecommunication equipment** following a loss insured by this Section.

We will not pay for any costs or expenses:

- (a) incurred in removing debris except from the site of the **property** destroyed or **damaged** and the area immediately adjacent to the site; and
- (b) arising from the **pollution or contamination** of **property** not insured by this Section.

4. Temporary Repairs and Expediting Costs

We will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair, reinstatement or replacement of **damaged computer and telecommunication equipment**.

5. Incompatibility of Computer Records

We will pay for costs necessarily and reasonably incurred for modification of **damaged computer and telecommunication equipment** and reinstatement of **damaged programs** and/or **data** (whichever is less) to achieve compatibility.

6. Additional Property

We will pay for **damage** to **computer and telecommunication equipment** at the **premises** acquired after the start of the period of insurance for the period up to the next **renewal date** subject to **us** being notified in

writing within 28 days of acquisition and **you** paying or agreeing to pay the additional premium as **we** may reasonably require.

7. Additional Rental

If there is **damage** to **computer and telecommunication equipment** requiring replacement of a lease/hire agreement by a new contract for similar **property**, **we** will undertake to pay any additional rental charges.

8. Consulting Engineers' Fees / Repair Investigation Costs

We will pay consented fees/costs incurred in conducting investigations and/or tests into possible repair, reinstatement (whether or not successful) or replacement consequent upon **damage** insured by this Section but not for preparing any claim.

9. Measures Taken in Avoidance of Impending Loss or Damage

We will pay costs incurred by **you** in taking reasonable but exceptional measures to avoid or mitigate impending **damage** provided that:

- (a) the impending **damage** does not stem from any reasonable foreseeable cause and that **damage** would be the natural outcome to be expected in the absence of the measure;
- (b) **we** are satisfied that **damage** has been avoided or reduced in consequence of the measures taken; and
- (c) the terms, exclusions and conditions of this Section shall apply as if **damage** had occurred.

Conditions

Reasonable Precautions

You will:

- 1. maintain a backup copy of the current version at a location other than the **premises** where the **media** on which the **programs** are recorded is located; and
- 2. maintain a weekly full system backup of **data** at a location other than the respective **premises** where the **media** on which the **data** is recorded is located

failure to do so may result in your ability to claim under **your policy** being compromised.

Business Interruption Section

Cover and Basis of Settlement

In the event of accidental loss, damage or destruction to **property** at the **premises** or in transit to or from the **premises** and during the period of insurance which results in **your business** being interrupted or interfered with then **we** will pay **you**:

1. the resulting reduction in **revenue** and/or **increased cost of working**; and
2. the resulting **additional increased cost of working**.

However,

1. **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional increased cost of working** if a sum insured for this is shown in **your schedule**.
2. where **your business** has been interrupted or interfered with following accidental loss, damage or destruction to property at the **premises** or in transit to or from the **premises**, **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional increased cost of working** if:
 - (a) **we** have paid **you** (or admitted liability) for the accidental loss, damage or destruction to the **property** under the **Property Section** of **your policy** or would have done so but for the **deductible** under that Section of cover, or
 - (b) **you** do not own and are not responsible for insuring the **premises** or **property**, **we** would have paid **you** (or admitted liability) if the **premises** or **property** had been insured under the **Property Section** of **your policy**.

In calculating the amount to be paid, all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents, as closely as possible, the results which would have been expected if the **insured event** had not occurred.

Extension – Capitalisation Costs and Pre-Production Expenditure

We will pay **you** for loss **you** incur for **capitalisation costs and pre-production expenditure** as a result of **damage**, less any sum saved during the **indemnity period**.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with **your business** at **your premises** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and continues until the expiration of the period of insurance.

Revenue

The amount **we** will pay **you** for reduction in **revenue** is the amount the **revenue** falls short, during the **indemnity period**, of the **standard revenue** as a result of the **insured event**. If the **revenue** is inadvertently more than you declared at inception of **your policy** **we** will pay **you** up to an additional 33 1/3% of the limit of liability stated in **your schedule**.

Revenue - Increased Cost of Working

The amount **we** will pay **you** for **increased cost of working** is the additional amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the reduction in **revenue** which would have occurred during the **indemnity period** as a result of the **insured event** had that money not been spent.

However, **we** will not pay **you** more than the loss of **revenue** avoided by spending that additional money.

Revenue - Additional Increased Cost of Working

The amount **we** will pay **you** for **additional increased cost of working** is the amount of money, necessarily and reasonably spent, in order to avoid or diminish the reduction in **revenue** which would have occurred during the **indemnity period** as a result of the **insured event** had that money not been spent.

Standalone Increased Cost of Working

Where **you** are not insuring **revenue**, the amount **we** will pay **you** for increased cost of working is the necessary and reasonable additional costs and expenses **you** incur in order to continue **your business** during the **indemnity period**.

Savings

If any of the charges or expenses of the **business** cease or reduce in consequence of the **insured event** the amount of the savings during the **indemnity period** will be deducted from the amount **we** pay **you**.

However, this will not apply to any payment for **additional increased cost of working**.

Average

If, at the beginning of the **insured event**, the sum insured shown in **your schedule** is less than the **annual revenue** (or, if the maximum cover period shown in the policy schedule exceeds 12 months, a proportionally increased amount) the amount **we** pay **you** will be reduced in the same proportion.

However, this will not apply to any payment for **additional increased cost of working**.

Professional Accountant's Charges

In addition **we** will also pay **you** for reasonable professional accountant's charges for producing any particulars or details from **your** business books or any other proofs, information or evidence **we** may require under Claims Condition 3 including that the proofs, information or evidence are in accordance with **your** business books or documents.

Alternative Trading

If, during the **cover period**, the services provided by **your business** are provided from somewhere other than the **premises**, either by **you** or on **your** behalf, the money paid or payable in respect of those services provided will be taken into account in arriving at the reduction in **revenue** during the **cover period**.

Reinstatement of Loss

In the event of a loss covered by this Section of cover the sum insured will not be reduced by the amount of that loss provided **you**:

1. pay any appropriate additional premium **we** may require; and
2. comply with any reasonable requirements **we** may require to prevent any further loss.

Exclusions

We will not pay **you**:

1. if for any loss:
 - (a) the **business** is wound up, permanently discontinued, **you** become bankrupt or the **business** is carried on by the liquidator(s);
 - (b) **your** interest ceases other than by death;
2. in consequence of loss, distortion, corruption or erasure of **programs** or **data** recorded on **media** unless the accidental loss, distortion, corruption or erasure of **programs** or **data** itself results from other insured **damage** to **property** used by **you** and is not otherwise excluded;
3. delay in transit;

4. any increase in loss as a result of any government ordinance or law regulating construction or repair or demolition or condemnation of buildings;
5. for any loss which could be covered under any other Section of **your policy**.

Conditions

1. Value Added Tax Clause

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in **your policy** shall be exclusive of that tax.

2. Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded.

3. Reasonable Precautions

You will:

- (a) maintain a backup copy of the current version at a location other than the **premises** where the **media** on which the **programs** are recorded is located; and
- (b) maintain a weekly full system backup of **data** at a location other than the respective **premises** where the **media** on which the **data** is recorded is located.

failure to do so may result in your ability to claim under **your policy** being compromised.

Business Interruption Extensions

The Business Interruption Section is extended to include the following if stated on **your schedule** and subject to the limits of liability in **your schedule**.

If any of the following events occur during the period of insurance:

1. Denial of Access

accidental loss, damage or destruction to any property in the area near or surrounding the **premises** which prevents or makes it difficult for **you** to use or enter **your premises** for the purpose of **your business**;

2. Non Damage Denial of Access

action taken by any public authority or emergency service which makes it difficult for **you** to use or enter **your premises** for the purpose of **your business** whether **your premises** is damaged or not;

3. Failure of Utilities

accidental failure of **your** supply of electricity, gas, water or telecommunication services;

4. Failure of Safety Curtain and Other Systems

accidental failure of the safety curtain at the **premises**, the safety lighting system at the **premises** or the computerised sound and lighting systems at the **premises**;

5. Infectious Diseases, Murder, Suicide etc.

closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of:

- (a) an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease);

- (b) food poisoning;
- (c) defective drains or other sanitary arrangements;
- (d) vermin or pests;
- (e) an emergency that could endanger life or neighbouring property;
- (f) murder, manslaughter or suicide occurring at **your premises**;
- (g) bodily injury occurring at **your premises**;

6. Transit

damage to your property whilst in transit by road, rail or inland water including:

- (a) the process or loading and unloading;
- (b) temporarily housing during transit for a period of no more than 30 days (excluding storage at rental or under contract for storage packing and/or distribution); and
- (c) concluding when **your property** has either been placed at the **premises** or receipt acknowledged by a consignee.

Provided that no liability will attach for losses arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft;

7. Contract Sites

damage to your property whilst at any premises in the **geographical limits** not occupied by **you** but where **you** are carrying out a contract;

8. Unspecified Customers

damage at premises of **your** customers anywhere in the **geographical limits**;

9. Unspecified Suppliers

damage at premises of **your** suppliers anywhere in the **geographical limits**; or

10. Loss of Attraction

damage to property in the vicinity of **your premises** which causes **you** loss of custom directly due to loss of amenities in the immediate vicinity of **your premises** whether **your premises** or **your property** is **damaged** or not;

and as a result the **business** carried on by **you** at the **premises** is interrupted or interfered with then **we** will pay **you**;

- (a) the resulting reduction in **revenue** and/or **increased cost of working**; and
- (b) the resulting additional cost of working.

However,

1. **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional cost of working** if a sum insured for this is shown in **your schedule** and only in respect of the **premises** shown against that sum insured.
2. where **your** business has been interrupted or interfered with following accidental loss, damage or destruction to property at the **premises**, **we** will only pay **you** for the reduction in **revenue** and/or **increased cost of working** and/or **additional cost of working** if:

- (c) **we** have paid **you** (or admitted liability) for the accidental loss, damage or destruction to the **property** under the **Property Section** of **your policy** or would have done so but for the **deductible** under that Section of cover, or
- (d) if **you** do not own and are not responsible for insuring the **premises** or **property**, **we** would have paid **you** (or admitted liability) if the **premises** or **property** had been insured under the **Property Section** of **your policy**.

The following exclusions are added:

1. for any loss resulting from **damage** caused by the deliberate act of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services other than loss resulting from any subsequent **damage** which in itself is not excluded under this Section of cover.

However, this exclusion shall not apply if the withholding by the supplier is:
 - (a) for the sole purpose of safeguarding life;
 - (b) for protecting any part of the supplier's system; or
 - (c) a result of a scheme of rationing due to **damage** to the supplier's premises.
2. for any loss resulting from accidental failure of **your** supply of electricity, gas, water or telecommunication services which is caused by strikes, labour or trade disputes, or drought.
3. legal liability arises in any way from any **specified disease** or related disease, illness, injury or condition.



Cancellation of Production Section

Cover

We will pay for the amount of loss of **revenue you** sustain in the event of the **interruption, postponement or cancellation** of a **production** as a direct and sole result of any reason beyond **your** control.

Limit of Liability and Deductible

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with **your business** at **your premises** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Period of Insurance – Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and continues until the expiration of the period of insurance.

Basis of Settlement

In the case of **interruption, postponement or cancellation** of one or more performances, **we** will pay **your** loss of **revenue** less any savings **you** are able to effect to mitigate such loss and/or **we** will pay proven additional costs reasonably and necessarily paid by **you** to avoid or diminish a loss provided that such additional costs do not exceed the amount of loss thereby avoided or diminished.

Average

The limit of liability shown in **your schedule** is declared to be the full value of the declared item; if at the time of a loss the limit of liability exceeds this limit then the amount **we** pay **you** will be reduced in the same proportion.

Exclusions

We will not pay **you** for:

1. adverse weather conditions in respect of outdoor venues, marquees or temporary structures;
2. non-appearance of any individuals scheduled to perform or appear in a production unless the **Non-Appearence Coverage Extension** is stated on **your schedule**;
3. breach of contract of any kind;
4. lack of audience or public support or loss of public image;
5. any judicial injunction;
6. any strike commencing on or before the effective date of **your policy** or any strike by **your employees** or equity members or any strike commencing after the effective date of **your policy** which was reported on or before the effective date of **your policy** in the national, local or trade press as being likely to take place;
7. **your** failure to test sets, props, conveyances and computer operated switch boards to ensure that they are in sound working order for the purpose which they are intended to be used prior to the commencement of the **production**;
8. the involvement of animals in the **production**;
9. **your** failure to make such preliminary arrangements as are essential to ensure that the **production** can be satisfactorily staged on the scheduled dates;
10. **national mourning** in respect of any individual over the age of 65;
11. an outbreak or communicable disease or the threat or fear of a communicable disease (whether actual or perceived) unless the **Communicable Disease Extension** is stated on **your schedule**;
12. for any loss which could be covered under any other Section of **your policy**.

unless agreed otherwise by **us**.

If **we** allege that by reason of this exclusion any loss is not covered by **your policy** the burden of proving to the contrary is upon **you**.

Non-Appearance Coverage Extension

We will pay for the amount of loss of **revenue you** sustain in the event of the **interruption, postponement or cancellation** of a **production** as a direct and sole result of non-appearance of:

1. three or more **insured persons** for one role or two **insured persons** for one role if the third **insured person** for that role is on approved holiday leave;
2. three or more members of the orchestra; or
3. three or more members of the crew.

Communicable Disease Extension

We will pay for the amount of loss of **revenue you** sustain in the event of the **interruption, postponement or cancellation** of a **production** as a direct and sole result from:

1. an outbreak or communicable disease; or
2. the threat or fear of a communicable disease (whether actual or perceived),

if such outbreak, threat or fear directly leads to:

1. the **production** being closed by order of a government or civil authority; or
2. where **your policy** is extended to include the **Non-Appearance Coverage Extension** due to travel restrictions being imposed by a government or civil authority.

The limit of liability for this Extension is GBP 500,000 any one occurrence and in the **aggregate**.

Loss Procedure Notice of Incapacity and Right of Medical Examination

As soon as is reasonably practicable after **you** are made aware of an **insured person** being unable to start or continue their duties as a result of which a claim might arise, **you** will notify **us** and also obtain and send to **us** the certificate of a registered doctor which details fully the circumstances in which the incapacity arises and ensure and preserve **our** continuing right of examination at all reasonable times by **our** own appointed registered doctor of any **insured person** whose incapacity may lead to a claim.

You agree that if the failure to comply with any of these conditions prejudices **us**, **we** will not provide Cover for that **insured person** under this Section.

Money Section

Special Provision Applying to Part A and Part B - Period of Insurance

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance.

Limit of Liability and Deductible Applying to Part A and Part B

The limit of liability is stated against each item in **your schedule** for any one **event** in connection with a **production** or **your business** and **we** shall only be liable to pay the amount in excess of the **deductible**.

Part A - Money

Cover

We will pay for the amount of loss or **damage** to:

1. **money**;
2. any cash carrying case or bag following theft of **money** or any attempted theft;
3. any safe, strongroom or franking machine following theft of **money** or any attempted theft; and
4. clothing and personal effects belonging to **you** or any of **your** directors, partners or **employees** following theft of **money** or any attempted theft

that occurs during the period of insurance.

Conditions

You will comply with the following:

1. keep a record of **money** and keep it in a secure place other than in the safe(s) or strongroom(s) containing the **money**;
2. outside **business hours**, the safe(s), strongroom(s) or room(s) will be locked and the keys will not be left on the **premises** unless the **premises** is occupied by **you** or an authorised **employee**, in which case the keys will be deposited in a secure place not in the vicinity of the safe(s), strongroom(s) or room(s);
3. maintain the following minimum standards of precaution for the safety of **money** at all times;
 - (a) vary the times of repetitive transits routes and conveyances used as much as possible; and
 - (b) all people engaged in the carrying of **money** will be able-bodied adults.

Exclusions

We will not cover:

1. shortages due to clerical or accounting errors;
2. loss due to the fraud or dishonesty of any of **your** directors, partners or **employees** more specifically insured by any other policy or policies except for any excess beyond the amount payable under the other policy or policies;
3. loss of **money** from vending machines, gaming machines or automated money operated machinery;
4. loss resulting directly or indirectly from forgery, fraudulent, alteration or substitution or fraudulent use of a computer or electronic transfer;
5. despite Exclusion 4 above, loss caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure or a **computer virus** but this shall not exclude loss not otherwise excluded which itself results from fire, explosion, escape of water from any tank apparatus or pipe;

6. loss arising from depreciation in value or due to dishonoured cheques;
7. loss suffered as the result of a **business** transaction; or
8. **money** left in unattended vehicles.

Part B - Personal Accident (Assault)

Cover

We will pay **you** the amount of the **benefit** specified in **your schedule** for the **contingencies** happening to **your** directors, partners or **employees** as a result of theft of **money** or attempt thereat arising in the course of the **business** occurring during the period of insurance.

Conditions

- (a) The insurance applies only to people between the ages of 16 and 70 years;

Benefit cannot be paid under more than one of the contingencies 1 to 3 and 5 in connection with the same injury;

Payment of a claim under one of the contingencies 1 to 3 and 5 will end the cover granted in so far as it applies to the insured person concerned;

The benefit under contingency 4 shall not be payable for more than 104 weeks for any one injury calculated from the date of commencement of disablement;

If and when the benefit becomes payable under any of contingencies 1 to 3 or 5, weekly benefit being paid in connection with the same injury will cease and any weekly benefit already paid under contingency 4 will be deducted from the benefit payable under contingencies 1 to 3 or 5;

All certificates, information and evidence required by **us** shall be furnished at **your** expense and shall be in the form as **we** may prescribe. An insured person as often as required shall submit a medical examination on behalf of **us** at their own expense for any alleged **bodily injury**. If an insured person dies, **we** will be entitled to have a post-mortem examination at our own expense.

Terrorism Insurance Section

1 Damage Only

Cover

We will pay the amount of loss for **property** (whether **your property** or not) caused by **damage** due to an **act of terrorism** which occurs during the period of insurance anywhere in the **geographical limits** other than within the **excluded territories**.

We will pay **you** for such loss or **damage**, additional **production costs** and business interruption costs in accordance with the provisions of the insurance provided under **your Property Section, Business Interruption Section** and **Cancellation of Production Section**.

Our liability shall not exceed the limit of liability applying to each Section.

Conditions

- (a) In any action, suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this Section the burden of proving that such **damage** or loss is covered is upon **you**.
- (b) The Cover provided by this Section is not subject to any exclusion of **your policy sections** and of **your policy** relating to causes of **damage** other than as stated in the exclusions to this Section.
- (c) The Cover provided by this Section is subject to all the terms and conditions of **your policy sections** and of **your policy** (and which shall include but not limited to the application of any applicable **deductible** stated) except as expressly varied.

Exclusions

We will not cover:

- (a) loss or **damage** directly or indirectly caused, occasioned by, happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (b) any loss whatsoever directly or indirectly caused, contributed to, arising from, occasioned by or resulting from:
 - (i) loss or **damage** to any computer, other equipment, component, 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 **your property** or not where such **damage** is caused by **virus or similar mechanism, hacking, phishing or denial of service attack**; or
 - (ii) loss resulting from interruption to or interference with the **business** directly or indirectly caused by or arising from **virus or similar mechanism, hacking, phishing or denial of service attack**.

2 Non Damage

Cover

We will pay **you** for additional **production costs** in accordance with the provisions of the insurance provided under **your Business Interruption Section** and **Cancellation of Production Section** for the amount of loss for:

- (a) an **act of terrorism** anywhere in the **geographical limits** other than within the **excluded territories** which does not result in or cause loss to **insured persons** or **damage to property**;

- (b) the threat of an **act of terrorism** anywhere in the world other than within the **excluded territories** provided that **we** will only provide this insurance under paragraph 2 (b) of Cover if:
 - (i) such threat of an **act of terrorism** is confirmed by local or national governmental authorities (including any police force); and
 - (ii) such threat of an **act(s) of terrorism** must have posed a real risk of **damage to property** and/or actual bodily injury had the **production** proceeded whether or not such threat of an **act of terrorism** subsequently is established to have been real or hoax.

Our liability shall not exceed the limit of liability applying to each Section.

Conditions

- (a) In any action, suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this Section the burden of proving that such **damage** or loss is covered will be upon **you**.
- (b) The insurance by this Section is subject to all the terms, conditions and exclusions of the Sections of **your policy** to which the Cover under this Section applies and of **your policy** (and which shall include but not limited to the application of any applicable **deductible** stated) except as expressly varied.

Exclusions

We will not cover:

- (a) any loss whatsoever directly or indirectly caused by, contributed to, arising from, occasioned by or resulting from:
 - (i) **damage** to any computer, other equipment, component, 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 your **property** or not where such **damage** is caused by **virus or similar mechanism, hacking, phishing or denial of service attack**; or
 - (ii) loss resulting from interruption to or interference with the **business** directly or indirectly caused by or arising from **virus or similar mechanism, hacking, phishing or denial of service attack**.

Employers' Liability Section

Limit of Indemnity

The limit of indemnity is stated in **your schedule** and applies to what **we** will pay for any claim or series of claims plus all **costs and expenses** arising from the same original cause.

Period of Insurance - Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance, unless agreed otherwise by **us**.

Cover

1. Employers' Liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from **injury** sustained by any **employee** whilst employed in or temporarily outside the **United Kingdom**.

Provided always that:

- (a) the **injury** is caused during the period of insurance shown in **your schedule**;
- (b) the **injury** arises out of and in the course of the **employee's** employment by **you** in connection with **your business**; and
- (c) the action for damages is brought against **you** under the jurisdiction of a court within the **United Kingdom**.

We will also pay:

- (a) **your costs and expenses** resulting from the claim;
- (b) **your** solicitor's fees that **we** agree to in writing for:
 - (i) **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
 - (ii) **your** representation at a coroner's court or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

The most **we** will pay for any claim or series of claims plus all **costs and expenses** arising from the same original cause is the limit of indemnity shown in **your schedule**.

2. Compensation For Court Attendance

If at **our** request:

- (a) any of your directors or partners; or
- (b) any **employee**

attends a court as a witness in connection with a claim, **we** will pay **you** the following amounts:

- (a) for any director or partner GBP 500 per day
- (b) for any **employee** GBP 250 per day

for each day on which attendance is required.

3. Health and Safety at Work

We will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of:

- (a) the Health and Safety at Work Act 1974;
- (b) the Health and Safety at Work (Northern Ireland) Order 1978; or
- (c) any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business**.

We will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in **your policy schedule** is GBP 250,000. This amount is inclusive of and not additional to the amount **we** will pay under 1. Employers' Liability.

We will not pay **you** if the proceedings relate to the health, safety and welfare of anyone other than an **employee**.

4. Unsatisfied Court Judgments

We will at **your** request pay an **employee** or their personal representative the amount of any award following a judgement which has been obtained for **injury** against any company, partnership or person operating from premises within the **United Kingdom** and which remains unpaid six months after the date of the judgement.

Provided always that:

- (a) there is no appeal outstanding;
- (b) the **injury** was sustained during the period of insurance shown in the **your schedule** by the **employee** whilst working in connection with **your business**;
- (c) the judgement was obtained in a court within the jurisdiction of the **United Kingdom**; and
- (d) the **employee** or their personal representative assigns the judgement to **us**.

We will only pay the amount of the award that remains outstanding.

5. Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

We will pay **you** for all costs of legal representation incurred with **our** written consent for:

- (a) the defence of any criminal proceedings; or
- (b) an appeal against conviction arising from the proceedings

brought against **you** for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation) committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

- (a) in relation to any appeal counsel has advised there are strong prospects of the appeal succeeding;
- (b) the proceedings relate to the death of an **employee**;
- (c) the indemnity will not apply to:
 - (i) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion will not apply where death is caused by the way in which the **business** is managed or organised by **you** and amounts to a gross breach of a relevant duty of care owed by the **you** to the deceased;

- (ii) fines or penalties of any kind;
- (iii) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance, or where but for the existence of this extension indemnity would have been provided by the other source or insurance; or
- (iv) the financial limit of **our** liability under this extension to the **Employers' Liability Section** and any equivalent extension to the **General Commercial Liability Section** shall not exceed in the **aggregate** GBP 1,000,000 for all acts or omissions committed, or alleged to have been committed, during the period of insurance and shall be in addition to the amount of the limit of indemnity stated in **your schedule**.

6. Private Duties

Business extends to include the execution of private duties undertaken with **your** consent by any **employee** for any of **your** directors, partners or senior officials.

Condition

If the Cover provided by this Section of cover is cancelled then any certificate of Employers' Liability Insurance issued under **your policy** is similarly cancelled from the same date.

Exclusions

We will not be liable to indemnify **you** for:

1. any amount payable under worker's compensation, social security or health insurance legislation and where there is a legal requirement to effect worker's compensation insurance for **injury** sustained by any **employee**.
Provided that this exclusion shall not apply for any compensation, recovery unit payments that may be required by the United Kingdom Social Security Acts 1989 and 1990 or any other related amendment;
2. any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation;
3. where **you** have a right to payment under any other insurance. However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance;
4. **your** legal liability for **injury** to any **employee** whilst on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation; and
5. the amounts stated in **your schedule** as a **deductible** for any one **event**.

General Commercial Liability Section

Limit of Indemnity

The limit of indemnity is stated in **your schedule** and applies to what **we** will pay for any claim or series of claims plus all **costs and expenses** arising from the same original cause.

Period of insurance - Special Provision

Coverage under this Section starts on the effective date shown in **your schedule** and shall continue until the expiration of the period of insurance, unless agreed otherwise by **us**.

Cover

Public Liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from:

1. **injury** to any person;
2. **damage**;
3. wrongful arrest, imprisonment or eviction of any person; or
4. trespass, nuisance or any interference with right of way by foot, air or water

happening in connection with **your business**.

We will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the limit of indemnity then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.

We will pay **your** solicitor's fees that **we** agree to in writing for:

1. **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
2. **your** representation at a coroner's court or fatal accident inquiry

provided that the breach, **injury** or death may result in a claim against **you**.

We will not pay **you** under this Section if **your** liability arises in any way from a **product**.

We will not pay the **deductible** for any legal liability arising from loss or damage to material property. This must be paid by **you**. The **deductible** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

Products Liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from:

1. **injury** to any person; or
2. **damage**

occurring anywhere in the world caused by the nature or condition of any **product** initially sold or supplied by **you**.

In addition:

1. **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the limit of indemnity then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced;

2. **we** will pay **your** solicitor's fees that **we** agree to in writing for:
 - (a) **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**; and
 - (b) **your** representation at a coroner's court or fatal accident inquiryprovided that the breach or death may result in a claim against **you**.

Compensation for Court Attendance

If at **our** request:

1. any of **your** directors or partners; or
2. any **employee**

attends a court as a witness in connection with a claim, **we** will pay you the following amounts:

1. for any director or partner £500 per day
2. for any **employee** £250 per day

for each day on which attendance is required.

Health and Safety at Work

We will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of:

1. the Health and Safety at Work Act 1974;
2. the Health and Safety at Work (Northern Ireland) Order 1978; or
3. any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the period of insurance shown in **your schedule**.

We will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the **your schedule** is GBP 250,000. This amount is inclusive of and not additional to the amount **we** will pay under:

1. public liability; and
2. products liability.

We will not pay **you** if the proceedings relate to the health, safety and welfare of an **employee**.

Extensions to the Public Liability Cover

The **Public Liability** Section of **your policy** is extended to include the following:

1. Indemnity to Principal

We will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if:

- (a) **you** would have been entitled to payment under this Section of cover (public liability) had the claim been made against **you**; and
- (b) the principal observes, fulfils and is subject to the terms, conditions and exclusions of this **policy** in the same way as **you** are.

2. Damage to Hired or Rented Premises

- (a) Despite Exclusion 3 of this Section, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to premises and/or the premises' fixtures and fittings where the premises are hired or rented by **you** for the purpose of **your business**.
- (b) The personal effects (including vehicles and their contents) of any of **your** visitors, directors, partners or **employees**;
- (c) **We** will not pay the first GBP 500 of the damages and costs or **costs and expenses** unless the loss or damage results from fire or explosion. This must be paid by **you**.
- (d) **We** will not pay **you** if **your** legal liability arises from a tenancy agreement or any other agreement. However, **we** will pay **you** for any legal liability **you** would have had, had **you** not entered into the agreement.

3. Defective Premises Act

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of:

- (a) Section 3 of the Defective Premises Act 1972;
- (b) Section 5 of the Defective Premises (Northern Ireland) Order 1975; or
- (c) any legislation amending or re-enacting the above

in connection with premises which **you** have disposed of.

We will not pay **you** for the cost of rectifying any damage or defect in the premises disposed of.

4. Use of Motor Vehicles that Do Not Belong To You (Motor Contingent Liability)

Despite Exclusion 4 of this Section, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from the use of any motor vehicle being used for the purpose of **your** business and which is:

- (a) not **your** property; and/or
- (b) not provided by **you**.

We will not pay **you** for:

- (a) any damage to the vehicle or any property on or in the vehicle;
- (b) any liability resulting from the vehicle being driven by anyone other than an **employee** who holds a licence to drive such vehicle; or
- (c) where the vehicle is being used outside of the **United Kingdom**.

5. Overseas Personal Liability

The Cover provided by this Section is also extended to include **wrongful acts** committed in a personal capacity whilst **you** are outside of the **United Kingdom** in connection with **your business** but only in respect of **injury** and/or loss or damage to material property.

Despite Exclusion 2 of this Section, if an action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada then the most **we** will pay **you** in respect of:

- (a) **your** legal liability for damages and costs awarded against **you**; plus
- (b) **costs and expenses**

is the limit of indemnity.

We will not pay **you** where **your** legal liability arises from the ownership of any land or buildings.

6. Where There is More Than One Insured (Cross Liabilities)

If the **insured** comprises more than one person or entity then the Cover provided by this Section shall be interpreted as if a separate policy had been issued to each person or entity.

However, irrespective of the number of **insureds**, the total amount payable by **us** in respect of all **insureds** shall not exceed the limit of indemnity.

7. Member to Member Liability

If any member of **your**:

- (a) canteen, social, sports or welfare organisations; or
- (b) fire, ambulance, first aid, medical or security services

brings an action for damages against any other member then **we** will pay the member against whom the action is brought in the same way that **we** would pay **you** if the action had been brought against **you**.

However, **we** will only pay the member if they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are.

We will not pay the member if they are entitled to payment under any other insurance.

For the purpose of this extension **we** will regard any guest or voluntary helpers as members.

8. Data Protection Act

Provided that **you** have been accepted and remain registered by the Data Protection Registrar then **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of:

- (a) Data Protection Act 2018; or
- (b) any legislation amending or re-enacting the Act

in connection with **your business** during the period of insurance shown in **your schedule**.

We will not pay **you**:

- (a) where **your** liability results from **your** deliberate act or omission the result of which could reasonably have been anticipated;
- (b) where **your** liability results from any act of fraud or dishonesty; or
- (c) where **your** liability arises from the recording, processing or provision of data for reward or to determine the financial status of any person.

Extensions to the Products Liability Cover

The Products Liability Section of this **policy** is extended to include the following:

1. Consumer Protection and Food Safety

We will pay **you** for **costs and expenses** arising from the defence of any claim made against **you** which arises from a breach of:

- (a) part II of the Consumer Protection Act 1987;
- (b) Sections 7, 8, 14 and/or 15 of the Food Safety Act 1990; or
- (c) any legislation amending or re-enacting the above

committed or allegedly committed in the course of **your business** during the period of insurance shown in **your schedule** including **costs and expenses** in an appeal against conviction.

We will not pay **you** where **your** legal liability arises from **your** wilful, reckless or intentional disregard of **your** duties under these Acts.

Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

We will pay **you** for all costs of legal representation incurred with **our** written consent for:

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

brought against **you** for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation) committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

1. in relation to any appeal counsel has advised there are strong prospects of the appeal succeeding;
2. the proceedings relate to the death of an **employee**;
3. the indemnity will not apply to:
 - (a) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion will not apply where death is caused by the way in which the **business** is managed or organised by **you** and amounts to a gross breach of a relevant duty of care owed by the **you** to the deceased;
 - (b) fines or penalties of any kind;
 - (c) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance, or where but for the existence of this extension indemnity would have been provided by the other source or insurance;
4. the financial limit of **our** liability under this extension to the **Employers' Liability Section** and any equivalent extension to the **General Commercial Liability Section** shall not exceed in the **aggregate** GBP 1,000,000 for all acts or omissions committed, or alleged to have been committed, during the period of insurance and shall be in addition to the amount of the limit of indemnity stated in **your schedule**.

Special Condition - Abuse

For Cover directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to abuse:

1. the limits of indemnity stated in **your schedule** is the total amount payable in the **aggregate** for all claims during any one **period of insurance** and which amount shall be inclusive of all claimants', defence and prosecution costs and expenses;
2. where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place, the purpose of what constitutes one claim for the provision of indemnity under **your policy** and the application of the **deductible**, all occurrences of abuse suffered by any individual Third Party claimant committed during the period of insurance shall be considered individually as one claim;
3. the insurance provided by the **Public Liability** Section shall not indemnify;
 - (a) any medical or dental practitioner; or
 - (b) any other person who is an insured against any legal liability (and/or prosecution defence costs and expenses in so far as indemnity is provided under the **General Commercial Liability Section**) directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to abuse committed by that individual person which is:

- (i) dishonest or criminal or fraudulent; or
- (ii) the result of deliberate wrongdoing or recklessness.

Indemnity shall continue to apply for **your** vicarious liability for such acts of another person but not where abuse arises out of acts or omissions authorised by **you**, at **your** request or with **your** approval where such authorisation, request or approval is dishonest, criminal, fraudulent or results from deliberate wrongdoing or recklessness.

Exclusions

1. Other Insurance

We will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

2. Employers' Liability

We will not pay **you** where **your** legal liability arises in any way from:

- (a) **injury** to any **employee** that results from their employment by **you**; or
- (b) a breach of any obligation **you** owe as an employer to any **employee** or prospective **employee**.

3. Property Damage

We will not pay **you** where **your** legal liability arises in any way from loss or damage to:

- (a) **property** that belongs to **you**;
- (b) **property** or that part of any **property** on which **you** or anyone acting on **your** behalf are or have been working where the loss or damage is a direct result of the work;
- (c) **property** that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than:
 - (i) the personal **property** of **your** directors, partners, visitors or **employees**; or
 - (ii) premises (including fixtures, fittings and contents) that are not owned, hired or rented by **you** but are temporarily occupied by **you** for the purpose of **your business**; or
- (d) gardens or plant life.

4. Motor Vehicles

We will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of:

- (c) any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion will not apply:
 - (i) when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation);
 - (ii) to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle; or
 - (iii) if the vehicle does not belong to **you** and is moved because it is interfering with the performance of **your business** (unless it is more specifically insured by another insurance policy when this exclusion will apply).

5. Professional services

We will not pay **you** where **your** legal liability arises in any way from:

- (a) advice;
- (b) design; and/or
- (c) specification

given or supplied for a fee or where a fee would normally be charged.

6. Clause 21.2.1 Insurance (JCT Standard Form of Building Contract)

We will not pay **you** for **damage** to property if **you** are required to arrange insurance under the terms of:

- (a) clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract;
- (b) any later version or substitution of the above; or
- (c) any other contract that requires **you** to obtain similar insurance.

7. Pollution

We will not pay **you** where **your** legal liability arises in any way from:

- (a) **pollution**, and/or
- (b) the cost of removing, treating or cleaning up the **pollution or contamination**.

However, **we** will pay **you** if the **pollution or contamination** occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- (a) the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident;
- (b) the incident takes place in its entirety at a specific time and place during the period of insurance shown in **your schedule**;
- (c) all **pollution or contamination** arising from the incident shall be regarded as having taken place at the time of the incident; and
- (d) all **pollution** arising from the incident shall be regarded as one incident irrespective of the number of periods of insurance over which the **pollution or contamination** occurs.

The most **we** will pay for damages arising out of all **pollution or contamination** regarded as having occurred during any one period of insurance shown in **your schedule** shall not exceed the limit of indemnity.

8. Asbestos

We will not pay **you** where **your** legal liability arises in any way from the:

- (a) manufacture;
- (b) mining;
- (c) processing;
- (d) distribution;
- (e) testing;
- (f) remediation;
- (g) removal;
- (h) storage;
- (i) disposal;

- (j) sale;
 - (k) use of; or
 - (l) exposure to
- asbestos or materials or products containing asbestos.

9. Joint Ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions. **We** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

10. Products

We will not pay **you** for the cost, repair, alteration, removal, recall or replacement of a **product** or for the cost of its reduction in contract value.

11. Contractual Liability

We will not pay **you** under the **General Commercial Liability Section** of cover for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply for damages for **injury** or **damage**:

- (a) if **we** are given the management and control of the claim;
- (b) assumed by you for a specific production which necessitates signing up to standard:
 - (i) venue hiring terms and conditions;
 - (ii) contract terms applying to the hire of **property** under the **Property Section** of **your policy**; or
 - (iii) where the liability arises out of a condition of warranty of goods implied by law.

12. Crafts and Vessels

We will not pay you for **your** liability arising from the ownership, possession, used by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, vessel or craft (other than non-powered water craft) made or intended to float on, in or travel through water, air or space. However, **we** will pay **you** for **your** liability arising from any waterborne vessel or craft not exceeding 50 feet in length, other than power boats used for racing.

13. Loss of Information

We will not pay **you** for **your** liability for loss of information or the provision of wrong information in or from computer programmes, tapes, data or recording equipment unless as a direct consequence of **damage** to tangible property.

14. Financial Loss

We will not pay **you** for **your** liability for **financial loss**.

15. Healthcare

We will not pay **you** for **your** liability for **injury** arising from an act or omission in the provision of or failure to provide **health care**. However, this will not apply for **your** legal liability directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to abuse.

16. Computer Virus, Data Protection and Computer Fraud

We will not pay **you** for **your** liability which **you** become legally liable to pay as **compensation** and claimants' and defence costs and expenses for and arising out of:

- (a) the transmission of any **computer virus** through the use of **cybermedia**. However, this will not apply to **injury** or physical damage to tangible property, including any resulting loss of use of that property, other than:
 - (i) physical damage to hardware and **ancillary equipment**; and
 - (ii) loss, destruction or corruption of or damage to software programs, data or information in relation to any computer
- (b) contravention of the requirements of the Data Protection Act 2018 which is committed or occasioned by **you** through the use of **cybermedia**;
- (c) **computer fraud** or **computer misuse** committed or occasioned through the use of **cybermedia**. However, for **computer misuse**, this exclusion will not apply to **injury** or physical damage to tangible property, including any resulting loss of use of that property, other than:
 - (i) physical damage to hardware and **ancillary equipment**; and
 - (ii) loss, destruction or corruption of or damage to software programs, data or information in relation to any computer.

17. Watching a Production

We will not pay **you** for **your** liability for mental injury, emotional stress, shock or sickness sustained by any person as a result of watching a **production** or in any way related to the subject matter of a **production**.

General Exclusions

We will not pay **you**:

1. Breach of Fidelity Exclusion

for loss or damage caused by or resulting from any fraudulent, dishonest or criminal act committed alone or in collusion with others by:

- (a) any **employee**, officer, director, partner, trustee or any other of **your** authorised representatives whether or not such act be committed during regular **business hours**; or
- (b) others to whom the **property** covered may be entrusted (carriers for hire excepted).

2. Consequential Loss

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

3. Intentional Acts

for **your** intentional acts or acts at the direction of **you**.

4. Lack of Financial Support

for any loss (as defined under any Section) or legal liability directly or indirectly arising from lack of financial support of any kind.

5. Liability Coverages – Terrorism

under the:

- (a) **Employers' Liability Section**;
- (b) **General Commercial Liability Section**

for legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused, occasioned by or arising from a **terrorist act** or any action taken in controlling, preventing, suppressing or in any way relating to a **terrorist act** except to the extent stated in the Special Provision - Employers' Liability Section and Special; Provision – General Commercial Liability Section below.

In any action, suit or other proceedings where **we** allege that by reason of the term **terrorist act** any legal liability, loss, damage, cost or expense of whatsoever nature is not covered by **your policy** the burden of proving that such legal liability, loss, damage, cost or expense is covered shall be upon **you**.

- (a) Special Provision - Employers' Liability Section

Subject otherwise to the terms, conditions and exclusions of **your policy** the terrorism exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the **Employers' Liability Section** where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies.

Provided that the limit of indemnity in this respect shall be reduced to GBP 5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause, inclusive of all claimants' and defence costs and expenses and not for the amount stated in **your schedule**.

(b) Special Provision – General Commercial Liability Section

Subject otherwise to the terms, conditions and exclusions of **your policy** the terrorism exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the **General Commercial Liability Section** where operative shall continue to operate in respect of legal liability for accidental injury or **damage** occurring within Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney arising out of a **terrorist act**.

Provided that the limit of indemnity in this respect shall be reduced to GBP 2,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause, inclusive of all claimants' and defence costs and expenses.

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

6. Mould

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) mould meaning any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage; or
- (b) any actual, alleged or threat of contact with, exposure to, inhalation of, absorption of, discharge of, dispersal of, seepage of, migration of, release of, escape of, presence of or growth of mould.

7. Property Coverages - Civil Commotion in Northern Ireland

under the **Property Section** for any loss, destruction or damage in Northern Ireland directly or indirectly caused or occasioned by, happening through or in consequence of civil commotion.

8. Property Coverages Terrorism

under the **Property Section, Business Interruption Section, Cancellation of Production Section** and **Money Section** for loss, destruction, damage, cost or expense directly or indirectly caused or occasioned by, happening through or in consequence of a **terrorist act** or any action taken in controlling preventing suppressing or in any way relating to a **terrorist act**.

In any action suit or other proceedings where **we** allege that by reason of the term **terrorist act** any loss, destruction, damage, cost or expense is not covered by **your policy** the burden of proving that such loss, destruction, damage, cost or expense is covered shall be upon **you**.

If any part of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.

9. Punitive and other Non-Compensatory Damages

for:

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

10. Radioactive Contaminations and Sonic Bangs

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) any chemical biological, bio-chemical or electromagnetic weapon;
- (c) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component; or
- (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

11. Sanctioned Territories

to provide any benefit under **your policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

12. Uninsured Event

to the extent that if any uninsured event occurs before, concurrently with or after the happening of an insured **event** and directly or indirectly causes, or in any way contributes to, cause a loss as defined under the terms of **your policy** then the portion of any such loss so contributed to by the uninsured event shall not be a loss recoverable.

13. War and Confiscation

for a loss that is otherwise covered under **your policy** if the loss is caused by or arises in any way from:

- (a) war, invasion, act of foreign enemy hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

However, this exclusion does not apply to the first GBP 5,000,000 of any claim or series of claims arising from the same original cause under the **Employers' Liability Section**.

- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation commandeering or requisition by any lawfully constituted authority.

General Conditions

These are the conditions that apply to **your policy** as a whole. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** insurance may not be valid.

1. Access to Records and Examination under Oath

We or **our** authorised representatives shall have access to all of **your** accounts, contracts, invoices and records relating to any **production** at all times during the terms of **your policy** or while a claim is pending at a reasonable time and place as may be designated by **us** or our representatives.

You, as often as may be reasonably required, shall submit and so far as within your power cause all other people interested in the **production** and their employees to submit to examination under oath by **us** or **our** representatives.

No examination under oath or examination of books or documents, nor any other act by **us** or **our** representative in connection with the investigation of any claim shall be deemed to waiver of any defence which **we** might otherwise have with respect to any claim, but all examinations and acts shall be deemed to have been made or done without prejudice to **our** liability.

2. Arbitration

If any difference shall arise between **you** and **us** as to the amount to be paid under **your policy** (liability being otherwise admitted), the difference (provided it does not concern the interpretation of the terms of **your policy**) shall be referred to an arbitrator, to be appointed by the parties in accordance with the statutory provisions for the time being in force.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition to any right of action against **us**.

3. Cancellation

You may cancel **your policy** by sending **us** written notice stating when you require the cancellation to be effective. **We** may cancel **your policy** by sending **you** at the address shown in **your policy**, as a last known address, written notice stating when the cancellation will be effective not less than ten days after, except five days written notice will be given when cancellation is for non-payment of premium.

The mailing of the notice will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the period of insurance. Delivery of the written notice either by **you** or **us** will be equivalent to mailing.

In the event **your policy** or a specific coverage is cancelled by either party, **we** shall retain the customary short rate earned premium for the period that **your policy** has been in force or the policy minimum whichever is the greater other than for the **Business Interruption Section** and **Cancellation of Production Section** where **we** will return no less than twenty five percent of the section premium.

4. Conformity to Statute

Terms of **your policy** which are in conflict with the statutes of the state, province or country where **your policy** is issued are amended to conform to these statutes.

5. Contract Terms Requirements

All of the coverages afforded under **your policy** are subject to the provision that where practicable all contract terms for performance, services, use of facilities, **property**, equipment and supplies are sufficiently longer than **your** original scheduled time for completion of a **production** so as to allow reasonable margin of time to cover possible delay in completing a **production**.

Further, **you** must demonstrate that all material arrangements for the **productions** have been made, including but not limited to, having obtained any required licence or permit.

6. Contracts (Rights of Third Parties) Act 1999

A person, firm, body, corporate or entity who is not the **insured** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of **your policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. Declaration

You agree to declare to **us** the details of the **production** as well as any material increase in the risk and hazards affecting any **production**.

8. Due Diligence

You shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or any circumstance likely to give rise to a claim under **your policy**.

9. Financial Interest Coverage

(a) **Your policy** will not provide coverage for loss:

- (i) sustained by any **insured**; or
- (ii) to any property

located in **foreign jurisdiction** to the extent that providing the coverage would violate the laws or regulations of the **foreign jurisdiction**.

- (a) In the event of loss as described in (a)(i) above for which **your policy** would otherwise have provided coverage, **we** will reimburse an insured located in an **authorised jurisdiction** for its loss on account of its **financial interest** in the insured location in the **foreign jurisdiction**.
- (b) In the event of loss as described in (a)(ii) above for which **your policy** would otherwise have provided coverage, **we** will reimburse an insured located in an **authorised jurisdiction** for its loss on account of its **financial interest** in another insured which has an insurable interest in the property.

10. Currency

Unless expressed to the contrary in **your policy** or **schedule** all premiums, limits of liability, retentions, loss and other amounts under **your policy** are expressed and payable in the currency in which the premium has been paid. If judgment is rendered, settlement is dominated or any other elements of loss under **your policy** is stated in any other currency payment will be made at the spot exchange rate published by the Bank of England on the date the final judgment is rendered the amount of settlement is agreed upon or any other element of loss is due to respectively.

11. Inspection

At any time during the period of insurance or while a claim is pending, **you** will make available to **us** or **our** authorised representatives for inspection, audit or copying all **your** books, papers, files, accounts, contracts, invoices and records (including those of any of **your** agents or brokers) relating to any **production**, at a reasonable time and place as may be designated by **us** or **our** representatives.

12. Jurisdiction

Any indemnity provided by **your policy** for legal liability to pay **compensation** (including claimants costs and expenses) shall operate in accordance with the law of any country. However, with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the limit of indemnity is inclusive of claimants' costs and defence costs and expenses.

Provided that the indemnity provided by the **Employers' Liability Section** where operative will not apply to any action for **compensation** brought against **you** in any court outside the **United Kingdom**.

13. Multiple Named Insureds

If more than one **insured** is named in **your policy**, the **insured** that is stated first in **your schedule** shall act for every **insured** for all purposes of **your policy**. Knowledge possessed or discovery made by any **insured** shall constitute knowledge possessed or discovery made by every **insured**.

14. No Benefit to Carrier or Bailee

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

15. Non-aggregation

If payment is available under more than one Section of cover the total amount payable under any one Section of cover will be reduced by any amount payable under any other Section of cover.

16. Other Insurance

If there is a loss under **your policy** we will pro rate any loss or expense with any other insurance covering the same loss (other than life insurance) except as provided under the **Employers' Liability Section** and **General Commercial Liability Section**.

17. Pair Set or Parts

If there is loss or **damage** to:

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

18. Policy Interpretation

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

Each party agrees subject as provided in General Condition 13 to submit, if required, to the jurisdiction of any Court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such Court jurisdiction.

19. Premium Adjustment

Where in **your schedule** any Section of **your policy** is shown to be subject to a premium adjustment **you** shall as soon as practicable after the expiry of the period of insurance send to **us** any information **we** may require. **We** will then adjust the premium subject to any minimum premium specified on **your schedule**.

20. Property of Others

For **damaged property** which is not **yours**, **we** may adjust losses with the owners of the lost or **damaged property**. If **we** pay the owners, the payments will satisfy **your** claims against **us** for the owners' property. **We** will not pay the owners more than their financial interest in the insured **property**. At **our** own expense and within the applicable limits of liability may also elect to defend **you** against suits arising from claims of owners of property.

21. Subrogation

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

22. Time Limitation Suit

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

Claims Conditions

The following Claims Conditions apply to all Sections of your policy

Our Rights: Investigation, Defence and Settlements

We are entitled (but not obliged), at **our** discretion, to:

1. take over and conduct (including in **your** name) the investigation, defence (including appeals) or settlement of any claim;
2. deduct from any claim an amount equal to any additional future tax relief which may be available to **you** (in respect of which **you** agree to provide all relevant information to verify the available tax relief); and/or
3. prosecute for **our** own benefit any claim for indemnity, damages or otherwise.

At **our** discretion, **we** may at any time pay:

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

in either case after deduction of an amount equal to any additional future tax relief which may be available to **you**.

At **our** discretion, **we** may adjust and coordinate any claim, proceedings or other loss circumstance with **you**. However, **you** are ultimately responsible for the proper apportionment of any payment made under this insurance.

Your Duties in the Event of a Claim

In the event of any circumstance arising that may result in a claim under **your policy**, written notice containing:

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

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

You shall give **us** or your broker written notice of any claim or proceedings as soon as practicable after such claim or proceedings come to **your** knowledge and shall, as soon as practicable, send to **us** or your broker every pre-action letter, demand, notice, summons, claim form or other process **you** have received.

You shall not admit liability for, or negotiate the settlement of, any claim without **our** written consent.

You co-operate with and provide all required assistance to **us** and, at **our** request and in accordance with **our** instructions, shall:

1. assist in negotiating or concluding settlements;
2. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to **you** because of injury or damage with respect to which insurance is afforded;
3. to the extent that **we** have not already deducted an amount equal to additional future tax relief, take all reasonable steps to claim and account to **us** for the appropriate share of any such tax relief to which **you** are entitled; and
4. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

Business Interruption and Cancellation of Production

You must, at **your** expense:

1. give **us** in writing the details of **your** request for payment within one month (or within any other further time that **we** agree to) of the expiry of the **cover period**; and
2. give **us your** books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **we** request together with (if **we** ask) a statutory declaration of the truth of the claim and anything connected with it.

If **you** fail to do this **your** claim under the **Business Interruption Section** and **Cancellation of Production Section**, may not be covered or the amount **we** pay **you** may be reduced.

General Definitions

Wherever the following words appear in **bold** in **your policy** they will have the meanings shown below:

Act Of Terrorism

The term "**act of terrorism**" means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Actual Cash Value

The term "**actual cash value**" means the amount it would cost to repair or replace **insured property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

Additional Increased Cost of Working

The term "**additional increased cost of working**" means additional costs. This includes, but is not limited to:

- (a) the cost of moving to and from temporary premises and the additional rent, rates and taxes
- (b) the cost of equipping temporary premises and the resulting additional rent, rates and taxes
- (c) the additional cost of lighting, heating and water
- (d) the cost of additional staff and overtime and allowances to existing staff

Administration of Medicines

The term "**administration of medicines**" means the care, storage and administration only of pre packaged doses of drugs or medicines by **your** employed nurse in accordance with the instructions of the health care professional responsible for prescribing the drug or medicine but this shall not include the administration of injections other than for **first aid**.

Aggregate

The term "**aggregate**" and "**aggregated**" means the total amount **we** will pay in the period of insurance.

Ancillary Equipment

The term "**ancillary equipment**" means air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment, gas flooding cylinders, pipework and computer room partitioning used solely in connection with **computer and telecommunication equipment**.

Annual Revenue

The term "**annual revenue**" means the **revenue** during the 12 months immediately before the **start** of the **insured event**.

Authorised Jurisdiction

The term "**authorised jurisdiction**" means a country or jurisdiction in which **we** are licensed or otherwise authorised to provide this insurance.

Business

The term "**business**" means the business activities and/or relating to a **production** carried out by **you** within the **geographical limits** and shall include:

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

Business Hours	The term " business hours " means the period during which your directors, partners or employees entrusted with money for the purpose of the business .
Cancellation	The term " cancellation " means the necessary withdrawal, curtailment, abandonment of, or the inability to proceed with the production .
Capitalisation Costs and Pre-Production Expenditure	The term " capitalisation costs and pre-production expenditure " means the total expenditure on pre-production costs at any theatre, venue or rehearsal space used by you in connection with the production .
Compensation	The term " compensation " means compensatory damages imposed by law including interest which may be awarded on such damages.
Computer and Telecommunication Equipment	The term " Computer and Telecommunication Equipment " means computers, telecommunication equipment, mobile/cellular telephones, laptops, notebooks, tablets, pagers and other similar hand held communication devices.
Computer Fraud	<p>The term "computer fraud" means the dishonest or fraudulent electronic transfer through use of any computer system of money, securities or property or any other pecuniary advantage or financial benefit to the deprivation of a third party and for the purposes of this definition.</p> <p>"securities" means negotiable and non-negotiable instruments or contracts representing either money or other property.</p> <p>"property" means tangible property other than money or securities.</p> <p>Money shall include electronic cash equivalents.</p> <p>Computer fraud shall not include computer misuse.</p>
Computer Misuse	<p>The term "computer misuse" means deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer.</p> <p>Computer misuse shall not include computer fraud.</p>
Computer System	The term " computer system " means computer and telecommunication equipment and tapes disks, CD's or other magnetic or optical storage devices and ancillary equipment that form part of a computer network used for any purpose owned leased or rented by you or for which they are legally responsible.
Computer Virus	The term " computer virus " means a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software.
Contingencies	<p>The term "contingencies" means bodily injury caused by violent, accidental, external and visible means resulting directly, solely and independently of other causes in:</p> <ol style="list-style-type: none"> 1. Death; 2. Permanent loss of all sight in one or both eyes; 3. Loss of one or more limbs;

4. Temporary total disablement from engaging in or giving attention to an insured persons profession or occupation commencing within 12 calendar months of **bodily injury**; or
5. Permanent and total disablement (other than by **loss of limbs** or sight) which on the expiration of 104 weeks from the date of the **bodily injury** shall permanently and totally disable an insured person from following or engaging in or giving attention to any kind of profession or occupation.

Noted 1. 2. and 3. occurring within twenty four months of **bodily injury**.

Costs and Expenses

The term "**costs and expenses**"

1. legal costs and expenses incurred
2. by **us**, or
3. by **you** (provided we have agreed with **you** in writing that **you** may incur these costs and expenses)

but does not include:

1. damages and costs awarded against **you**; or
2. any kind of payment for work or service due to **you**.

Cybermedia

The term "**cybermedia**" means the internet, usenet, any extranet, the world wide web, any web-site e-mail or any bulletin board chatroom or newsgroup.

Damage or Damaged

The term "**damage**" or "**damaged**" means physical loss of or destruction of or damage from any external cause except as excluded.

For the **General Commercial Liability Section** the term "**damage**" means: physical loss of or damage to tangible property including attendant loss of use of such property.

Data

The term "**data**" means facts, concepts and/or information converted to a form useable in **your** computer operations, owned, leased or rented **you** or for which you are legally responsible.

Under the **Property Section** Cover 4. computer and telecommunication equipment data shall not include images or sounds relating to any **production**.

Deductible

The term "**deductible**" means the amount for which **you** are responsible.

For the avoidance of doubt the amount of the **deductible** shall form part of the amount of the limit of liability or limit of indemnity or any other limit applying to any Section.

Denial of Service Attack

The term "**denial of service attack**" means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of service attacks** include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee

The term "**employee**" means any person who is or was, or who may become at some time in the future:

1. under a contract of service or apprenticeship with **you**;

2. under a work experience or similar scheme;
3. supplied to **you**;
4. hired in or borrowed by **you**;
5. a self-employed person;

and who is working for **you**:

1. under **your** direct control in connection with your **business**; and
2. they are normally resident in the **United Kingdom** or who is not a British National but employed by **you** under a contract of employment governed by the laws of the **United Kingdom**.

Excluded Territories

The term "**excluded territories**" means the following territories:

Afghanistan, Algeria, Angola, Azerbaijan, Bahrain, Bosnia & Herzegovina, Burkina Faso, Burundi, Chechnya, Congo, Democratic Republic of Congo, East Timor, Ecuador, Egypt, Eritrea, Ethiopia, Guinea Bissau, India, Ingushetia, Iran, Iraq, Israel, Kosovo, Lebanon, Liberia, Macedonia, Nepal, Pakistan, Palestine, Peru, Rwanda, Saudi Arabia, Serbia, Sierra Leone, Somalia, Sudan, Sumatra, Syria, Turkey and Yemen.

Event

The term "**event**" means an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under **your policy**.

Financial Interest

The term "**financial interest**" means an insurable interest in an insured because of:

1. sole ownership of or a majority ownership interest in the entity;
2. indemnification of or an obligation to indemnify the entity for loss sustained by the entity; or
3. an election or obligation to obtain insurance the entity.

Financial Loss

The term "**financial loss**" means financial loss unaccompanied by either:

1. **injury**; or
2. **damage**.

First Aid

The term "**first aid**" means emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person, by an **employee** or **your** volunteer worker in the course of carrying out their duties when undertaking **your business**.

Foreign Jurisdiction

The term "**foreign jurisdiction**" means a country or jurisdictions in which **we** are not licensed or otherwise authorised to provide this insurance.

Geographical Limits

The term "**geographical limits**" means the geographical locations which are covered under **your policy** and stated in **your schedule**.

Hacking

The term "**hacking**" means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **your** property or not.

Healthcare

The term "**healthcare**" means health care (but not physio, **first aid** or the **administration of medicines**) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members.

Such members shall include but not be limited to:

1. medical and dental practitioners;
2. nurses;
3. midwives;
4. ambulance personnel; or
5. professions allied to medicine.

Increased Cost of Working

The term "**increased cost of working**" means the additional expenditure necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing the reduction in income which but for that expenditure, would have taken place during the **indemnity period** due to **damage**. **We** will not pay more than the amount of the reduction which is avoided.

Indemnity Period

The term "**indemnity period**" means the period beginning when the **damage** occurs and ending when the results of the **business** cease to be affected by the **damage** but not exceeding the **maximum indemnity period** as shown in **your schedule**.

For the **Property Section** Cover 3. computer and telecommunication equipment "**indemnity period**" means the period beginning with the occurrence of an **insured incident** and ending not later than the last day of the period as specified in **your schedule** during which the results of the **business** shall be affected in consequence of the **insured incident**.

Injury

The term "**injury**" means:

1. bodily injury;
2. mental injury;
3. emotional distress;
4. shock;
5. sickness;
6. disease; or
7. death.

Insured Event

The term "**insured event**" means:

1. accidental loss, damage or destruction to **property** at the **premises** that is used by you for the purpose of your **business**;
2. accidental loss, damage or destruction to any **property** in the area near or surrounding the **premises** which prevents or makes it difficult for you to use or enter the **premises** for the purpose of your **business**;
3. accidental loss, damage or destruction to any **property** at your suppliers' and customers' premises that are within the **United Kingdom**; or
4. accidental failure of your supply of electricity, gas, water or telecommunication services.

Insured Person

The term "**insured person**" means any person who is appearing or acting in a **production** including understudies.

Interruption

The term "**interruption**" means the necessary interruption period of the **production** which is in progress.

Loss of Limb

The term "**loss of limb**" means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg.

Media

The term "**media**" means solely the materials on which **data** and/or **programs** are recorded.

Money

The term "**money**" means current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro drafts and payment orders, securities for money, travellers cheques, crossed warrants, bills of exchange, current postage, revenue and national insurance stamps, stamped national insurance cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, debit/credit/card charge card sales, vouchers, luncheon vouchers, trading stamps, VAT input documents, travel tickets, travel warrants, authenticated travel certificates, telephone paycards and consumer redemption vouchers.

Nuclear Installation

The term "**nuclear installation**" means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

1. the production or use of atomic energy;
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
3. the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

The term "**nuclear reactor**" shall mean any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Office Contents

The term "**office contents**" means business and personal property usual to the office occupied by **you** including;

1. furniture;
2. fixtures and fittings other than landlord's fixtures and fittings;
3. tenants improvements, alterations and decorations;
4. office equipment and supplies;
5. personal property of visitors up to a limit of GBP 1,000 each **event** and GBP 10,000 for all **events** in the **aggregate**;
6. bicycles up to a limit of GBP 1,000 any one bicycle and GBP 3,000 for all **events** in the **aggregate**; or
7. locks or lock mechanisms and keys for doors and windows necessary to maintain the **business premises**, safes and strong rooms contained in your **premises** only resulting from an accidental loss of keys occurring within the territorial limits and where there is reasonable evidence that such keys have been copied by an unauthorised person subject to a limit of liability GBP 2,500 any one **event** and GBP 5,000 in the **aggregate**.

Phishing	The term " phishing " means any access or attempted access to data or information made by means of misrepresentation or deception.
Policy	The term " policy " means your policy document comprising its General Definitions, General Conditions and General Exclusions and the Sections stated as operative in your schedule and any applicable schedule and endorsement.
Pollution or Contamination	<p>The term "pollution or contamination" means:</p> <ol style="list-style-type: none"> 1. all pollution or contamination of buildings, or other structures, or water, or land, or the atmosphere; and 2. all damage or injury directly, or indirectly, caused by such pollution or contamination.
Postponement	The term " postponement " means the necessary deferment, delay or suspension of the production or performances to another time.
Premises and Business Premises	<p>The term "premises" means buildings with their grounds at the addresses described in your schedule forming part of your policy and any theatre or venue where you are scheduled to rehearse or perform.</p> <p>The term "business premises" means those premises which you own, occupy or are responsible for.</p>
Product	<p>The term "product" means:</p> <ol style="list-style-type: none"> 1. any goods or products; or 2. the containers, labelling and instructions provided in connection with the goods or products; <p>that are:</p> <ol style="list-style-type: none"> (a) sold; (b) supplied; (c) processed; (d) installed; (e) serviced; (f) repaired; (g) altered; (h) treated; or (i) renovated <p>by you or on your behalf.</p>
Production	The term " production " means any individual theatrical performance or any series or run of theatrical shows or any other production which has been declared to your policy .
Programs	The term " programs " means a sequence of instructions given to a computer which are either purchased or written on a custom basis owned leased or rented by you or for which you are legally responsible.
Property Insured	The term " property insured " means as described in your schedule.
Property	The term " property " means all property whatsoever but excluding:

1. any land or building which is occupied as a private residence or any part of land or building which is so occupied unless;
2. insured under the same contract of insurance as the remainder of the building which is not a private residence or
3. not insured in the name of an individual;
4. any **nuclear installation** or **nuclear reactor** including all fixtures and fittings and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

Proposal

The term "**proposal**" means all information provided and all statements or declarations made to **us** by or on behalf of **you**.

Reinstatement of Data

The term "**reinstatement of data**" means the reinstatement of **data** following accidental loss, distortion, corruption or erasure of such **data**.

Reinstatement of Programs

The term "**reinstatement of programs**" means the reinstatement of **programs** following accidental loss, distortion, corruption or erasure of such **programs**.

Renewal Date

The term "**renewal date**" means the first day immediately subsequent to the expiry of the period of insurance.

Revenue

The term "**revenue**" means **your** proportion of the box office revenue and/or other revenue pertaining from the **production**. This will include but not be limited to the money paid or payable to **you** as management fee, net profit on the running account and **your** proportion of royalties.

Schedule

The term "**schedule**" means the document titled schedule or declarations that include **your** name and address, the **premium** and other variables to **your policy** (including endorsement clauses) and is incorporated in **your policy** and accepted by **you**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

Specified Disease

The term "**specified disease**" means:

- (a) human immunodeficiency virus (HIV);
- (b) acquired immunodeficiency syndrome (AIDS);
- (c) transmissible spongiform encephalopathies (TSEs); or
- (d) viral hepatitis.

Standard Revenue

The term "**standard revenue**" means the revenue during the period of the same length as the period in the 12 months immediately before the **start** of the **insured event**.

Start

The term "**start**" means:

1. the date the accidental loss, damage or destruction occurred; or
2. the date **your** supply of electricity, gas, water or telecommunications failed.

Terrorist Act

The term "**terrorist act**" means an act or acts (whether threatened or actual), the fear of an act, acts of any person or people involving the causing, occasioning or threatening of harm of whatever nature and by whatever means made, claimed to be made in whole or in part for political, religious, ideological or similar purposes.

Theatrical Property	The term " theatrical property " means sound, lighting and video equipment, portable electrical equipment, mechanical effects equipment, computer and telecommunication equipment, props, sets, scenery, costumes, wardrobe, musical instruments, dressing room property, backstage property or furniture personal property up to GBP 1,000 any one article and GBP 10,000 for all events in the aggregate , tools GBP 2,500 per person and any other property used for the production .
Third Party	The term " third party " means a person, firm or insurer other than the named insured .
United Kingdom	The term " United Kingdom " means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Virus or Similar Mechanism	The term " virus or similar mechanism " means 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. The definition of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs.
We, Us and Our	The terms " we ", " us " and " our " means the Markel International Insurance Company Limited.
Wrongful Act	<p>The terms "wrongful act" means:</p> <ol style="list-style-type: none"> 1. injury to any person; 2. loss or damage to material property; <p>and, in respect of the Public Liability Section of cover:</p> <ol style="list-style-type: none"> 1. libel, slander or defamation; 2. wrongful arrest, imprisonment or eviction of any person; 3. wrongful accusation of shoplifting; and 4. trespass, nuisance or any interference with right of way, by foot, air or water.
You, Your, Yours and Insured	<p>The terms "you", "your", "yours" and "insured" means:</p> <ol style="list-style-type: none"> 1. the person or persons; 2. the firm and all partners and former partners in the firm; 3. the limited liability partnership; 4. the trust; 5. the company 6. named as the policyholder in your schedule; 7. the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder. <p>In addition, if you request us to, we will pay the following persons in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of your policy as you are:</p> <ol style="list-style-type: none"> 1. any director or member of the insured; 2. any employee; and



3. any officer or member of your canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

Complaints Procedure

Markel International Insurance Company Limited

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for **our** customers. If **you** are dissatisfied or have any complaints about **your policy** or the handling of a claim **you** should, in the first instance, contact Laura Green on the following details:

By telephone: +44 (0)20 7953 6020

By email: complaints@markelintl.com

By writing to: Legal and Regulatory
Markel International
20 Fenchurch Street
London
EC3M 3AZ

The aim of **our** procedures is to settle the complaint fairly and as quickly as possible. **We** will use **our** best endeavours to comply with the timeframes set out below.

1. A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
2. Complaints will be acknowledged in writing no later than 5 working days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
3. **We** will try to resolve a complaint within 4 weeks and give a written final response, or send an interim response explaining why **we** are not yet in a position to resolve matters.
4. By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
5. When **we** issue our acknowledgement of the complaint and **our** final response we will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 0234 567 (normally free for land line users)

Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

Website: www.financial-ombudsman.org.uk

Your Personal Information

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover and to meet **our** legal obligations.

This information includes details such as **your** name and address [and may include more sensitive details such as information about **your** health and any criminal convictions **you** may have].

The way insurance works means that **your** information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover that **we** provide to **you**.

Other people's details you provide to us

Where **you** provide **us** with details about other people, **you** must provide this **your personal information** notice to them.

Group policies

We will process individual insured's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.

To enable **us** to use individual insured's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that **you** first provide information about the individual to **us**.

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

Want more details?

For more information about how **we** use **your** personal information please see **our** full **Markel privacy notice**, a copy of which is available online at <http://www.markelinternational.com/foot/privacy-policy/> at which the Markel privacy policy is found or on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. Please contact **us** at dataprotectionofficer@markelintl.com or in writing to the Data Protection Officer, 20 Fenchurch Street, London, EC3M 3AZ if **you** wish to exercise your rights, discuss how **we** use **your** information or request a copy of **our** full Markel privacy notice.