



FILM AND VISUAL ARTS PROTECTION

POLICY SUMMARY

Underwritten by



Sterling Insurance Company Limited
A member of the **Sterling Insurance Group**

Film and Visual Arts Protection Specially arranged by Essex Insurance Brokers

What is Film and Visual Arts Protection?

The **Film and Visual Arts Protection** policy is specifically designed to meet the insurance needs of individuals and businesses involved in film production, photography and visual arts. The policy is underwritten by Sterling Insurance Company Limited and is backed by Sterling's commitment to provide a quality product.

This document summarises the wide protection and benefits available with the **Film and Visual Arts Protection** policy. The policy provides a range of optional sections which apply only if you have selected them to meet your individual needs. This Summary does not constitute any evidence of insurance.

Full details of the policy cover, including terms, conditions and exclusions, are contained in the policy document, which is available on request from Essex Insurance Brokers Ltd. It is important that you read it carefully.

Business helpline services

Premises, Legal, Counselling (including stress related) and Glass helpline services are included in your policy and available 24 hours a day, 365 days a year. Please see your policy for full details.

Territorial limits

You may choose one of the following geographical areas within which the cover provided by Sections 2 and 5 – 9 will apply:

- UK
- Europe
- Worldwide excluding USA and Canada

Unless agreed in writing by the Company, cover is excluded in respect of countries where the Foreign Office of the British Government recommends, prior to the commencement of any journey, against travel to such countries or travel only where essential.

The Money and Personal Assault covers under Section 1 are limited to the UK, and the Terrorism cover under Section 10 is limited to England, Wales and Scotland.

General Policy Conditions and Exclusions

The **Film & Visual Arts Protection** policy contains general policy conditions and exclusions which are summarised below. This is not an exhaustive list. All sections may be subject to special conditions. Please refer to a specimen policy wording for full details.

General Policy Conditions	General Policy Exclusions
<ul style="list-style-type: none"> • Adjustment of premium • Cancellation • Change in risk • Fraud • Reasonable care • Security • Subjectivity • Underinsurance • Warranties 	<ul style="list-style-type: none"> • War, invasion, civil war, rebellion or revolution • Hazardous activities • Hazardous locations • Mechanical and electrical breakdown • Disappearance, unexplained loss or inventory shortage • Any act of terrorism (Note: cover for most acts of terrorism is available under the Terrorism section) • Theft by you or any of your directors, partners or any employees

Section 1 – Property Damage

Features and Benefits	Exclusions and Limitations
Buildings and Contents <ul style="list-style-type: none"> loss or damage caused by fire, lightning, explosion, earthquake, aircraft, theft, riot or civil commotion, malicious damage, impact, storm, flood, escape of water or oil, collapse of television or radio aerials, falling trees or branches, accidental damage subsidence is available as an optional cover trace and access cover up to £2,500 	<ul style="list-style-type: none"> the first £250 of each claim in respect of property damage the first £1,000 of each claim in respect of subsidence (if selected) property in the open storm, flood, water or oil damage to property in basements or outbuildings unless raised 100mm above floor level electrical or mechanical breakdown
Glass <ul style="list-style-type: none"> breakage of plain plate, sheet or wired glass including resultant damage to framework and the necessary cost of boarding up 	<ul style="list-style-type: none"> the first £250 of each claim in respect of glass
Money (including Personal Assault) <ul style="list-style-type: none"> loss or theft of money belonging to you or for which you are responsible anywhere within the UK 	<ul style="list-style-type: none"> the first £100 of each claim in respect of money
Personal Assault <ul style="list-style-type: none"> compensation for injury sustained in the course of robbery or hold up in connection with the business anywhere within the UK 	

Section 2 – All Risks – Equipment

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> accidental loss or damage to insured equipment (including props, costumes, sets, scenery and similar) whether owned or hired in, occurring anywhere within the chosen territorial limits 	<ul style="list-style-type: none"> the first £1,000 of each claim in respect of any single article of insured equipment with a sum insured exceeding £20,000 the first £250 of each claim in respect of other insured equipment faulty or defective workmanship, operational error, or use contrary to manufacturer's instructions storm or flood unless the property insured is in an enclosed vehicle or building theft from any unattended vehicle unless all security devices are in full and proper operation and the property insured secured as specified in the policy theft from any unattended vehicle between 8am and 8pm unless it is locked and garaged in a secure building or professionally operated security compound, or is protected by an alarm system theft from any unattended vehicle between 8pm and 8am unless it is locked and garaged in a secure building or professionally operated security compound theft of property insured other than from the premises or a vehicle unless such property is in your custody or in a secured building loss or damage occurring in transit caused by faulty or inadequate packing property belonging to any freelance worker caused by theft or attempted theft from, or whilst in transit to, the private dwelling of any freelance worker loss or damage sustained as a result of security or custom checks breakage of valves or bulbs
<ul style="list-style-type: none"> the cover in respect of insured equipment hired in by you can be extended to include your legal liability to pay loss of hire charges incurred by the owner 	<ul style="list-style-type: none"> our liability to pay loss of hire charges incurred by the owner in respect of any one incident or series of incidents arising out of one occurrence will not exceed 13 weeks from the date of the loss or damage and will be limited to £50,000 unless you have chosen a higher limit for this optional additional cover

Section 3 – Business Interruption

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> you may choose to insure a) loss of income during a selected indemnity period (not less than 12 months), or b) or additional expenditure necessarily incurred during a selected indemnity period (not less than 12 months) to maintain the business <p>following destruction or damage to the contents or buildings at the premises caused by a peril insured by Section 1</p> <ul style="list-style-type: none"> prevention of access to the premises following damage to nearby property caused by a peril insured accidental failure of public electricity, water or gas supplies 	<ul style="list-style-type: none"> corruption of computer records by malicious persons or by accidental damage computer systems records to be backed up at least weekly and a copy stored either in a fire resisting safe or away from the risk address

Section 4 – Book Debts

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> loss of outstanding customer debts which you are unable to trace following loss of or damage to books of account and other records caused by a peril insured by Section 1, including the additional expenditure incurred in tracing the amounts owed automatic cover up to £25,000 if Loss of income has been insured under Section 3, but a higher sum insured can be selected if necessary 	<ul style="list-style-type: none"> deliberate falsification of business records erasure or distortion of information on computer systems and other records corruption of computer records by malicious persons or by accidental damage business records to be copied at least monthly and a copy stored away from the risk address

Section 5 – All Risks – Video/Film Negatives

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> accidental loss or damage occurring within the territorial limits that you choose to raw stock, exposed film negative, interpositives, positives, working prints, cutting copies, fine grain prints, transparencies, matrices, lavenders, recorded video tapes, soundtracks, animation cells, art work, drawings and computer images, software and material used to generate images (other than third party proprietary software), in connection with any production. We will pay the value of the materials together with the cost necessarily and reasonably incurred in reinstatement, up to the sum insured that you select 	<ul style="list-style-type: none"> the first 5% of each claim or £250 (whichever is the greater) faulty or defective workmanship, operational error, or use contrary to manufacturer's instructions damage to property caused by any process it is undergoing storm or flood unless the insured equipment is in an enclosed vehicle or building theft from any unattended vehicle unless all security devices are in full and proper operation and the property insured secured as specified in the policy theft from any unattended vehicle between 8am and 8pm unless it is locked and garaged in a secure building or professionally operated security compound, or is protected by an alarm system theft from any unattended vehicle between 8pm and 8am unless it is locked and garaged in a secure building or professionally operated security compound theft of property insured other than from the premises or a vehicle unless such property is in your custody or in a secured building loss or damage sustained as a result of security or custom checks delay, frustration of contract or consequential loss

Section 6 – Film Producers’ Indemnity

Features and Benefits	Exclusions and Limitations
<p>If a production is interrupted, postponed, cancelled or abandoned through any cause outside your control we will indemnify you up to the sum insured you have selected, in respect of</p> <ul style="list-style-type: none"> any expenditure necessarily and reasonably incurred in completing the production over and above the expenditure which would have been incurred but for the happening of the cause such expenditure already incurred in the production as shall be rendered abortive or of no value as a direct result of the happening of the cause. <p>Provided that</p> <ul style="list-style-type: none"> all arrangements for travel and filming have been completed prior to departure to the first film location of the production all cameras, lenses, raw film stock, video tape and associated equipment have been checked to ensure that they are in satisfactory condition and adequate for the purpose for which they are intended prior to the commencement of any filming all rushes are kept in your possession or that of a responsible person and are carried in hand luggage throughout the duration of any air flight unless directed otherwise by the operating airline 	<ul style="list-style-type: none"> the first 5% of each claim or £250 (whichever is the greater) strikes, lock-outs or any other cessation of work by your employees or contractors interruption, postponement, cancellation or abandonment of outdoor filming due to adverse weather conditions loss or damage of video/film negatives (see Section 5) death, injury or sickness of any person on whom the production depends caused by or resulting from various physical and mental conditions or participation in various hazardous activities failure of any <ul style="list-style-type: none"> videotape, film, recording or any special effect to fulfil its intended function or create the intended effect animal to perform its intended function unless due to death, accidental injury or illness first manifesting itself after the date of its engagement for the production any expenditure for which an indemnity is provided by Section 3 – Business Interruption

Section 7 – Employers’ Liability

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> legal liability as required by current UK legislation for injury to employees, including freelancers and volunteers, while working on your behalf during the period of insurance up to a limit of £10,000,000 any one cause (£5,000,000 if arising out of terrorism) inclusive of legal defence costs legal costs limited to £10,000 in any one period of insurance incurred in the defence of criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 	<ul style="list-style-type: none"> work in connection with asbestos, or liability arising from exposure to or inhalation of asbestos actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Section 8 – Public Liability

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> legal liability for injury to the public or damage to their property as a result of defects in your premises or negligence by you or your employees arising out of your business activities, up to a limit of £2,000,000 any one cause plus legal defence costs incurred with our written consent obstruction, trespass or nuisance contingent motor liability for non-owned vehicles damage to leased, hired or rented premises liability incurred under the Defective Premises Act 1972 legal costs limited to £10,000 in any one period of insurance incurred in the defence of criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 <p>Note: the limit of liability may be increased to a maximum of £5,000,000 upon application</p>	<ul style="list-style-type: none"> the first £250 of each claim for loss of or damage to property work in connection with asbestos, or liability arising from exposure to or inhalation of asbestos professional liability finer, penalties or liquidated, punitive or exemplary damages actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Section 9 – Products Liability

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> legal liability for injury to the public or damage to their property caused by products supplied by you, up to a limit of £2,000,000 any one cause plus legal defence costs incurred with our written consent <p>Note: the limit of liability may be increased to a maximum of £5,000,000 upon application</p>	<ul style="list-style-type: none"> provision of advice or any plan, design, formula or specification given separately for a fee liability arising in the USA or Canada from any products which with your knowledge will be sold or supplied to or used within those countries finer, penalties, or liquidated, punitive or exemplary damages actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Section 10 – Terrorism

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> damage caused by an act of terrorism committed in England, Wales or Scotland (but not adjacent territorial seas nor the Isle of Man or the Channel Islands) to all of the property that you have insured under the Property Damage and All Risks sections of the policy, up to the full value sums insured you have selected. in addition, you can choose to insure consequential loss or irrecoverable outstanding debit balances resulting from damage to that property caused by an act of terrorism, up to the sums insured you have selected under the Business Interruption and Book Debts sections of the policy includes biological, chemical or radioactive contamination 	<ul style="list-style-type: none"> riot, civil commotion and war risks virus or similar mechanism, hacking or denial of service attack in respect of computer equipment any property covered under any transit or aviation or marine policy

Customer Service Information

1. Sterling Insurance Company Limited

Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services. Our FSA register number 202012. You can check this on the FSA Register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited. The head and registered office address is Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ.

2. Disability Discrimination Act 1995

In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

3. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

4. Premiums

Premiums are payable to Essex Insurance Brokers Ltd. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

5. Duration of contract

The period of insurance under your Film & Visual Arts Protection policy will be 12 months unless otherwise requested by you and agreed by the Company.

6. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

7. Notification of a claim

If you have a claim or are aware of an incident that could result in a claim, please contact the insurance intermediary through whom you purchased your policy.

Enquiries or complaints

If you wish to make a complaint about any aspect of our service, you should write to the Customer Services Manager at Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling Kent ME19 4JX or telephone 0845 271 1300.

Please provide all relevant details of your policy and in particular your policy number to enable your complaint to be dealt with speedily.

If you remain dissatisfied you may also have the right to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800. Please note that the Financial Ombudsman Service will normally only consider a complaint once the Company has issued a final decision.

If you have an enquiry or complaint about the suitability of the policy for your needs or about the advice or service you received from the insurance intermediary through whom you purchased your policy, you should contact them directly.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen’s Advice Bureau.

Following this procedure will not affect your legal rights.