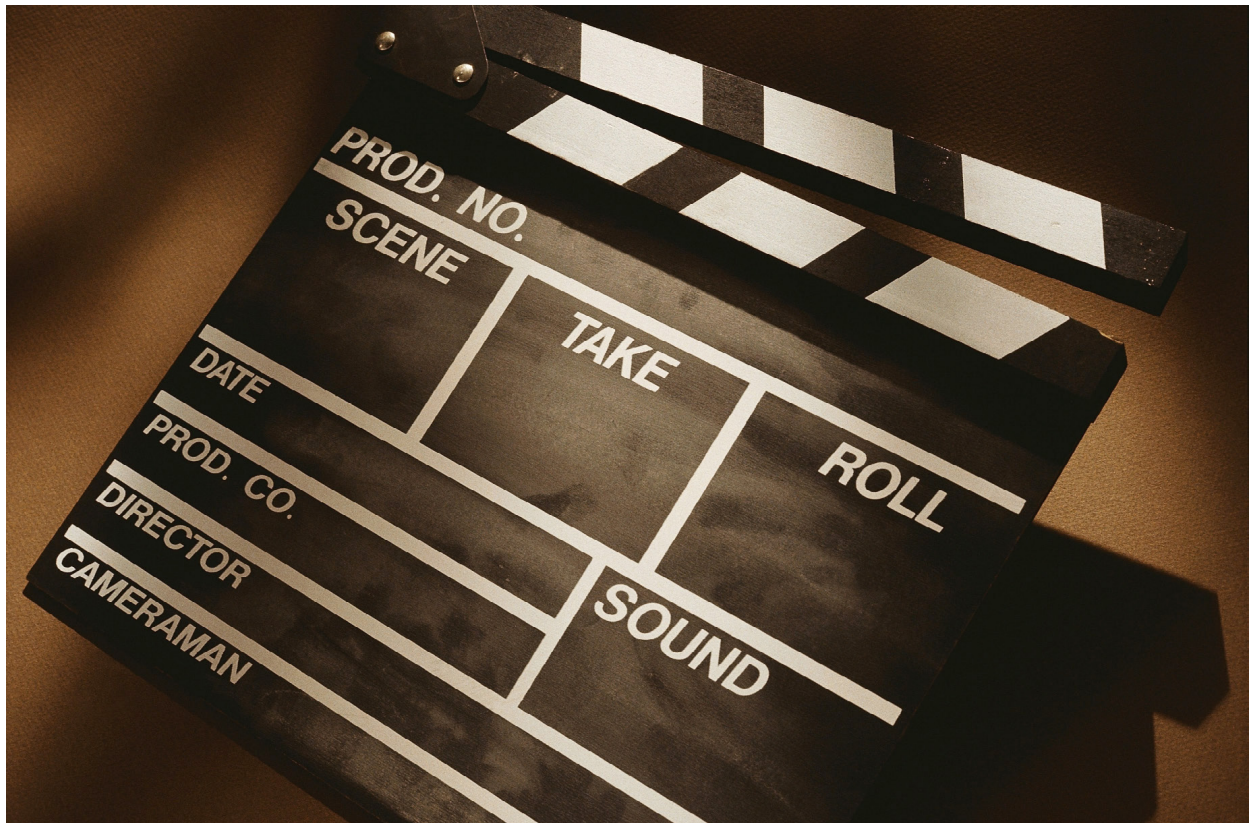


# FILM AND VISUAL ARTS INSURANCE POLICY SUMMARY



ESSEX  
INSURANCE  
BROKERS



# Film and Visual Arts Insurance Policy

## Specially arranged by Essex Insurance Brokers

### What is The Film and Visual Arts Insurance Policy?

The Film and Visual Arts Insurance 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 Covea Insurance plc and is backed by Covéa Insurance's commitment to provide a quality product. Helpline Services and Legal Expenses Insurance are provided by DAS Legal Expenses Insurance Company Limited.

This document summarises the wide protection and benefits available with the Film and Visual Arts Insurance 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.

This summary is provided to you for information purposes only and does not form part of your insurance contract, your schedule will indicate which of the optional covers you have selected.

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 Limited. It is important that you read it carefully.

### Business helpline services

A number of 24 hour helpline services will be available to you, your business and employees including business assistance following premises damage or glass breakage plus commercial legal and tax advice and employee counselling.

### Territorial limits

You may choose one of the following geographical areas (as defined in the policy) within which the cover provided by Sections 2 and 4 – 8 will apply:

- UK
- Europe
- Worldwide excluding USA & Canada
- Worldwide

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

Terrorism cover under Section 9 is limited to England, Wales and Scotland.

### Please Read the Policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is anything you do not understand please notify your insurance adviser.

# General Policy Conditions and Exclusions

The Film & Visual Arts Insurance 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"> <li>• Cancellation</li> <li>• Change in risk</li> <li>• Claims</li> <li>• Contracts (Rights of Third Parties) Act 1999</li> <li>• Death of the Insured</li> <li>• Excess clause</li> <li>• Fair Presentation of the Risk</li> <li>• Fraud</li> <li>• Law applicable</li> <li>• Other Insurance</li> <li>• Reasonable care</li> <li>• Reinstatement of sum insured</li> <li>• Rights</li> <li>• Security</li> <li>• Subjectivity</li> <li>• Subrogation</li> <li>• Terms not relevant to the loss</li> <li>• Underinsurance</li> </ul>	<ul style="list-style-type: none"> <li>• the use of any pyrotechnical device, explosive or firearm</li> <li>• any process, work or activity undertaken at a height from ground level exceeding 10 metres or in respect of buildings or other permanent structures 10 metres from floor level</li> <li>• the performance of any stunt</li> <li>• ownership, possession or use of or any process, work or activity in connection with               <ul style="list-style-type: none"> <li>a) aircraft, unmanned aerial vehicles or aerospace devices</li> <li>b) hovercraft</li> <li>c) watercraft other than                   <ul style="list-style-type: none"> <li>i) hand propelled watercraft or</li> <li>ii) other watercraft not exceeding 7 metres in length</li> </ul> </li> </ul> </li> <li>• flying other than as a fare paying passenger in a fully licensed passenger carrying aircraft</li> <li>• any process, work or activity               <ul style="list-style-type: none"> <li>a) underground, underwater or airside</li> <li>b) in or on railways or railway installations</li> <li>c) in or on power stations, nuclear installations or establishments</li> <li>d) in or on refineries, bulk storage or production premises in the oil, gas or chemical industries</li> <li>e) in or on towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces</li> <li>f) loading or discharging of vessels or other manual work on ships</li> <li>g) in or on any offshore installation, oil or gas rig or any support vessel or aircraft for any offshore installation, oil or gas rig</li> </ul> </li> <li>• War, invasion, civil war, rebellion or revolution</li> <li>• Mechanical and electrical breakdown</li> <li>• Disappearance, unexplained loss or inventory shortage</li> <li>• Any act of terrorism (Note: cover for most acts of terrorism is available under the Terrorism section)</li> <li>• Theft by you or any of your directors, partners or any employees</li> <li>• Gradually Operating Causes</li> <li>• Electronic Failure</li> </ul>

## Section 1 – Property Damage

Features and Benefits	Exclusions and Limitations
All risks cover on your buildings and contents at or within 50 yards of the premises.	<ul style="list-style-type: none"> <li>• property and structures in course of demolition, construction or erection</li> <li>• moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees</li> <li>• theft or attempted theft or malicious damage to property in a garden, yard, open space or any open fronted or open sided building</li> <li>• property insured at any premises that are unoccupied unless they are notified to us and we agree to continue cover</li> <li>• storm, flood, leakage of oil or water to property stored in any outbuilding or basement following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation</li> <li>• theft unless involving forcible and violent entry to or exit from a building or involving assault or violence or threat to you or any of your employees</li> <li>• subsidence, ground heave or landslip</li> <li>• electrical or mechanical breakdown</li> <li>• malicious damage caused by any tenant or lessee</li> <li>• damage to drumheads, drumskins, drumsticks, strings and keys whilst musical instruments are in use</li> <li>• the excess as stated in the schedule</li> </ul>
The following additional covers are included up to the sum insured unless otherwise stated:	
Capital additions	10% of the sum insured / maximum £500,000
Debris removal costs	
Exhibitions	£50,000
Theft of fixed fabric of the building	£50,000
Protection equipment expenses	
Landscaping costs	£50,000
Loss of metered gas and water	£25,000
Additional statutory costs	10% of the sum insured / maximum £500,000
Additional costs of construction – energy efficiency	10% of the sum insured / maximum £100,000
Temporary removal	£250,000
Temporary removal – documents and computer records	<ul style="list-style-type: none"> <li>• Documents – up to 10% of the sum insured under documents</li> <li>• Computer records – up to 10% of total trade contents sum insured</li> </ul>
Theft damage to the premises	10% of the sum insured / maximum £50,000
Theft of keys	£2,500
Tobacco and alcohol	£1,000
Trace and access	£50,000
Glass	£25,000
Unauthorised use of electricity, gas and water	£50,000
Trade samples	£10,000, single article limit £1,000
Drains, sewers and gutters	
Fire brigade charges	
Further investigation costs	£5,000
Hire charges	
Additional hiring expenses	£20,000

## Section 2 – All Risks – Equipment

Features and Benefits	Exclusions and Limitations
<p>We will pay for damage to property specified, whether owned or hired whilst on your premises only or elsewhere in the territorial limits.</p> <p><b>Additional Hiring Expenses</b> In the event of damage to location technical equipment we will pay up to £20,000 for additional costs and expenses in hiring alternative equipment from a professional equipment hiring company in order to minimise any interruption of or interference with the business.</p> <p><b>Hire Charges</b> In the event of damage to property insured you have hired in we will pay your legal liability for loss of hire charges incurred by the owner while the equipment is being reinstated or repaired for a maximum of 13 weeks and up to the amount stated in the schedule.</p>	<ul style="list-style-type: none"> <li>• the excess as stated in the schedule</li> <li>• faulty or defective workmanship, operational error, or use contrary to manufacturer's instructions</li> <li>• electrical or mechanical breakdown</li> <li>• storm or flood unless the property insured is in an enclosed vehicle or building after completion of any working day</li> <li>• theft or attempted theft from any unattended vehicle               <ul style="list-style-type: none"> <li>a) if the value of the property insured in or on the vehicle exceeds £50,000</li> <li>b) unless the vehicle is fitted with both a factory fitted or proprietary vehicle alarm system and a factory fitted or proprietary vehicle immobiliser</li> <li>c) unless all doors, windows and other openings are shut and securely locked and all security devices are in full and proper operation</li> <li>d) unless the property is secured in a locked boot, closed glove compartment, covered luggage space or enclosed storage compartment</li> </ul> </li> <li>• theft other than from your premises or a vehicle unless property insured is in your custody and control or secured within a building which you are occupying temporarily</li> <li>• loss or damage occurring in transit caused by faulty or inadequate packing</li> <li>• property belonging to any freelance worker or for which they are legally responsible other than whilst in your personal custody or control</li> <li>• loss or damage sustained as a result of security or custom checks</li> <li>• breakage of valves or bulbs</li> <li>• damage to property insured hired or loaned out by you unless otherwise agreed</li> </ul>

### Special condition - Section 2 - All Risks - Equipment

Property insured hired, loaned or borrowed in by you that this is done under an agreement which makes you legally responsible for it and that this is arranged with a company, organisation, person or persons based in the United Kingdom.

## Section 3 – Business Interruption

Features and Benefits	Exclusions and Limitations
<p>Loss resulting from interruption of or interference with the business in consequence of damage occurring at the premises. Basis of settlement available:</p> <ul style="list-style-type: none"> <li>• Gross Profit</li> <li>• Gross Revenue</li> <li>• Gross Rent Receivable</li> </ul> <p>up to 133.33% of the Estimated sum insured</p> <ul style="list-style-type: none"> <li>• Increased Cost of Working Only</li> <li>• Additional Increased Cost of Working Only</li> </ul>	<ul style="list-style-type: none"> <li>• any interruption of or interference with the business in the absence of insured damage (other than compulsory closure)</li> <li>• any expenditure for which an indemnity is provided by Section 6 – Film Producers Indemnity</li> </ul>
The following additional covers are included:	Up to:
Prevention of access	£250,000
Public utilities	£100,000
Deeds & documents	£100,000
Compulsory closure	£100,000 Maximum indemnity period 3 months
Unspecified suppliers	£100,000
Unspecified customers	£100,000
Unspecified storage sites	£100,000
Property in transit	£100,000
Contract sites	£100,000
Exhibition sites	£100,000
Book debts	£100,000
Research and development costs	£25,000

## Section 4 - Money

Features and Benefits	Exclusions and Limitations
<p>We will cover loss of non negotiable money up to £250,000 and cash and other negotiable money as follows:</p> <ul style="list-style-type: none"> <li>• £5,000 in transit or in a bank night safe</li> <li>• £5,000 on premises during business hours</li> <li>• £1,000 on premises - out of business hours in a locked safe</li> <li>• £350 on premises - out of business hours not in a locked safe</li> <li>• £500 in your home or home of authorised an employee</li> </ul> <p>Safes – covers the cost of repair or replacement following theft or attempted theft of safes, franking machines or money carrying equipment</p> <p>Bank Card – provides cover following the fraudulent use by any unauthorised person within the territorial limits of credit or debit cards used by the business</p> <p>Personal Assault – covers and your employees aged between 16 and 70 years for bodily injury following a robbery or hold up:</p>	<ul style="list-style-type: none"> <li>• any loss due to the fraud or dishonesty of any director, partner or employee unless the loss is discovered within seven working days of its occurrence</li> <li>• loss from any unattended vehicle</li> <li>• loss from any coin-operated vending, gaming or amusement machine or payphone</li> <li>• the excess</li> </ul> <p>Condition Precedent to Liability whenever money is being carried not more than £2,500 will be carried by any one person.</p>
The following additional covers are included:	Up to:
<ul style="list-style-type: none"> <li>• Loss of limb £10,000</li> <li>• Loss of sight £10,000</li> <li>• Permanent total disablement £10,000</li> <li>• Temporary total disablement £100 per week</li> <li>• Personal Effects £250 per employee</li> </ul>	
Safes	£2,500
Bank Cards	£2,500
Personal Assault – covers and your employees aged between 16 and 70 years for bodily injury following a robbery or hold up	<ul style="list-style-type: none"> <li>• Death, loss of limb, loss of sight, permanent total disablement - £10,000</li> <li>• Temporary total disablement - £100 per week</li> <li>• Personal effects - £250 per employee</li> </ul>

## Section 5 – Film and Media All Risks

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> <li>• 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, recorded video tapes, soundtracks, animation cells, art work, drawings, computer and digital media of any kind and computer images, software and material used to generate images (other than third party proprietary software), in connection with any production.</li> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• the excess as stated in the schedule</li> <li>• faulty or defective workmanship, operational error, or use contrary to manufacturer’s instructions</li> <li>• damage to property caused by any process it is undergoing</li> <li>• storm or flood unless the insured equipment is in an enclosed vehicle or building after completion of any working day</li> <li>• theft or attempted theft from any unattended vehicle unless             <ol style="list-style-type: none"> <li>a) all points of access have been closed and any other protective devices put into full and effective operation, and</li> <li>b) the property is secured in a locked boot, closed glove compartment, covered luggage space or enclosed storage compartment, and</li> <li>c) overnight – the vehicle is securely garaged or kept in a professionally operated security compound;</li> </ol>             at all other times – the vehicle is protected by an alarm system or securely garaged or kept in a professionally operated security compound           </li> <li>• theft other than from your premises or a vehicle unless property insured is in your custody and control or secured within a building which you are occupying temporarily</li> <li>• loss or damage sustained as a result of security or custom checks</li> <li>• delay, frustration of contract or consequential loss.</li> </ul>

### Special condition - Section 5 - Film and Media All Risks

- 1 It is a condition precedent to our liability that
- a) no original work, animation, artwork, drawings, prints or offshoots are intentionally destroyed until a protection print and/or duplicate tape and/or disc has been completed
  - b) all rushes are kept in your possession or control, or of your authorised professional representatives or employees at all times and carried in hand luggage throughout the duration of any return air flight from a shoot location unless prohibited by the conveying airline
  - c) immediately prior to filming or recording all cameras, media, lenses and associated equipment and raw film stock and video tape must be checked and tested by an appropriately qualified person to ensure that they are satisfactory for the purpose and manner in which they are intended to be used
  - d) you shall send unprocessed negative film for processing as soon as reasonably practical but in any event you will not accumulate such material for more than 48 hours or as otherwise agreed by us

## 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"> <li>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</li> <li>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.</li> </ul> <p>Provided that</p> <ul style="list-style-type: none"> <li>all arrangements for travel and filming have been completed prior to departure to the first film location of the production</li> <li>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</li> <li>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</li> </ul>	<ul style="list-style-type: none"> <li>the excess as stated in the schedule</li> <li>strikes, lock-outs or any other cessation of work by your employees or contractors</li> <li>interruption, postponement, cancellation or abandonment of outdoor filming due to adverse weather conditions</li> <li>loss or damage of video/film negatives (see Section 5)</li> <li>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</li> <li>failure of any               <ul style="list-style-type: none"> <li>a) videotape, film, recording or any special effect to fulfil its intended function or create the intended effect</li> <li>b) 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</li> </ul> </li> <li>any expenditure for which an indemnity is provided by Section 3 – Business Interruption.</li> </ul>

## Section 7 – Employers’ Liability

Features and Benefits	Exclusions and Limitations
<p>All amounts which you become legally liable to pay as damages by current UK legislation for injury to employees, including freelancers and volunteers, while working on your behalf during the period of insurance in respect of accidental bodily injury to any employee, up to a maximum amount payable of £10,000,000 in respect of any one claim or series of claims arising out of one cause.</p>	<ul style="list-style-type: none"> <li>Cover for acts of terrorism is limited to £5,000,000</li> </ul>
Worldwide territorial limits	
Compensation for court attendance	£250 per person per day
Corporate manslaughter	
Cross liabilities	
Health and Safety at Work etc. Act 1974	
Indemnity to other persons	
Unsatisfied court judgements	

## Section 8 – Public and Products Liability

Features and Benefits	Exclusions and Limitations
<p>All amounts which you become legally liable to pay as damages in respect of</p> <ul style="list-style-type: none"> <li>• accidental bodily injury to any person</li> <li>• accidental loss or damage to material property</li> <li>• accidental obstruction, trespass nuisance or wrongful arrest arising from the ownership of the premises or in the course of the business or caused by your products. Up to a maximum amount as stated in the schedule in respect of any one claim against you or series of claims against you arising out of one cause within the territorial limits for public liability and as stated in the schedule in the aggregate for any one occurrence caused by products anywhere in the world.</li> </ul>	<ul style="list-style-type: none"> <li>• loss or destruction of or damage to property, bodily injury sustained by any person arising from the ownership, possession or use of :               <ul style="list-style-type: none"> <li>any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under the Contingent Motor Liability of this section</li> </ul> </li> <li>• loss or destruction of or damage to property owned by or leased, hired or rented to you</li> <li>• property belonging to you or held in your care, custody or control</li> <li>• legal liability under a contract unless liability would have attached in the absence of such contract</li> <li>• liability arising from or caused by               <ul style="list-style-type: none"> <li>a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged</li> <li>b) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by you</li> </ul> </li> <li>• loss or destruction of or damage to products or the cost of making good or recalling such products nor the cost of rectifying defective work</li> <li>• loss or destruction of or damage to property which you or are working on</li> <li>• fines, penalties or liquidated, punitive or exemplary damages</li> <li>• any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, and the cost of cleaning up, or removal of or damage to property or any product arising out of any asbestos or asbestos fibres</li> <li>• pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place</li> <li>• the excess</li> </ul>
<p>The following additional covers are included up to the maximum amount payable unless otherwise stated:</p>	
<p>Compensation for court attendance</p>	<p>£250 per person per day</p>
<p>Contingent motor liability (non-owned vehicles)</p>	
<p>Corporate manslaughter</p>	
<p>Cross liabilities</p>	
<p>Data Protection Act 1998</p>	
<p>Defective Premises Act 1972</p>	
<p>Health and Safety at Work etc. Act 1974</p>	
<p>Indemnity to other persons</p>	
<p>Libel and Slander</p>	<p>£25,000</p>
<p>Overseas Personal Liability</p>	
<p>Premises leased, hired, rented or in custody or control</p>	
<p>Consumer Protection and Food Safety Acts – Legal Defence Costs</p>	



## Section 9 – Terrorism

Features and Benefits	Exclusions and Limitations
<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> <li>• includes biological, chemical or radioactive contamination</li> </ul>	<ul style="list-style-type: none"> <li>• riot, civil commotion and war risks</li> <li>• virus or similar mechanism, hacking or denial of service attack or phishing in respect of computer equipment</li> <li>• any property covered under any transit or aviation or marine policy</li> </ul>

## Section 10 – Legal Expenses

This sub-section of your policy is a Legal Expenses Insurance contract which will pay legal costs up to £100,000 per insured incident including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountant's fees. We will pay the costs of appealing, or defending an appeal.

Cover under this sub-section is insured by DAS Legal Expenses Company Limited.

In civil claims it must always be more likely than not that the insured person will recover damages or make a successful defence.

Costs incurred before we agree to help an insured person are not covered.

Features and Benefits	Exclusions and Limitations
<p><b>Employment Disputes</b></p> <ul style="list-style-type: none"> <li>• We will pay costs and expenses for a representative to defend your legal rights before the issue of proceedings in a court or tribunal following dismissal of an employee, or where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure.</li> <li>• We will pay costs and expenses for a representative to defend your legal rights in unfair dismissal disputes under the ACAS Arbitration Scheme.</li> <li>• We will pay costs and expenses for a representative to defend your legal rights in respect of any dispute with an employee or ex-employee relating to their contract of employment.</li> <li>• We will pay costs and expenses for a representative to defend your legal rights in respect of any dispute with an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.</li> </ul>	<p>Employment disputes within the first 90 days of the start of the policy.</p> <p>Disputes with employees concerning redundancy, or written or oral warnings, within the first 180 days of the start of the policy.</p> <p>Damages for personal injury or loss of or damage to property are excluded.</p> <p>Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.</p>
<p><b>Compensation awards</b></p> <p>In respect of a claim we have accepted under Employment Disputes and Compensation Awards, we will pay</p> <ul style="list-style-type: none"> <li>• any basic and Compensatory Award</li> <li>• compensation and damages awarded following:               <ol style="list-style-type: none"> <li>(a) a breach of statutory duties under employment legislation</li> <li>(b) a breach of legislation for unlawful discrimination</li> </ol> </li> </ul>	<p>The total amount of compensation we will pay in any one period of insurance is £1,000,000.</p> <p>A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.</p>
<p><b>Employee Civil Legal Defence</b></p> <p>We will pay costs and expenses for a representative to defend your employee's legal rights in civil actions taken against them under unlawful discrimination legislation or in their role as a trustee of a pension fund.</p>	<p>We will only provide cover for an insured person at your request.</p>
<p><b>Service occupancy</b></p> <p>We will pursue a dispute with an employee or ex-employee to recover possession of your premises.</p>	<p>Defending claims apart from defending a counter-claim.</p>

<p><b>Legal Defence</b> We will pay costs and expenses for a representative to defend an insured person's legal rights</p> <ul style="list-style-type: none"> <li>• prior to the issue of legal proceedings in a criminal matter.</li> <li>• following criminal prosecutions.</li> <li>• in civil actions for compensation under section 13 of the Data Protection Act 1998.</li> <li>• in appeals against the refusal of the Information Commissioner to register the business.</li> <li>• in civil actions for wrongful arrest following an accusation of theft.</li> <li>• in appeals against the imposition or terms of a Statutory Notice.</li> <li>• throughout formal investigations or disciplinary hearings by any business association, professional or regulatory body.</li> </ul> <p>We will pay for an insured person's absence from work to perform jury service or attend any court or tribunal.</p>	<p>Motoring prosecutions are excluded.</p> <p>Appeals against the imposition or terms of any Statutory Notice issues in connection with a licence, mandatory registration or British Standard Certificate of Registration are excluded.</p> <p>We will not cover a Statutory Notice issued by an insured person's regulatory or governing body.</p>
<p><b>Statutory licence appeal</b> Appeals to the relevant statutory or regulatory authority, court or tribunal following a decision to suspend, alter, cancel or refuse to renew the insured's licence, mandatory registration or British Standard Certificate of Registration</p>	<p>Assistance with original or renewal application process.</p> <p>The ownership, driving or use of a motor vehicle.</p>
<p><b>Contract Disputes</b> We pay costs and expenses for a representative to pursue or defend a claim for the purchase, hire, sale or provision of goods and services.</p>	<p>The amount in dispute must exceed £500 (including VAT). A £500 excess applies if the amount in dispute exceeds £5,000 (including VAT).</p> <p>Disputes arising in the first 90 days of the start of the policy.</p>
<p><b>Tenancy disputes</b> We will pay costs and expenses for a representative to negotiate your legal rights in a tenancy dispute between you and your landlord relating to premises leased or rented by you.</p>	<p>Any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.</p>
<p><b>Debt Recovery</b> We will pay costs and expenses for a representative to pursue claims including enforcement of judgment to recover money and interest due for the sale or provision of goods and services.</p>	<p>The debt must exceed £500 (including VAT).</p> <p>All your credit control procedures have been exhausted.</p> <p>Disputes arising within the first 90 days of the policy if the agreement was entered into before the start of the policy.</p> <p>Disputes concerning a loan, mortgage, pension, guarantee or any other financial product.</p> <p>Disputes arising from the supply, hire, sale or provision of computer hardware, software, systems or services.</p>
<p><b>Property Protection</b> We will pay costs and expenses for a representative to negotiate your legal rights in a civil dispute following</p> <ul style="list-style-type: none"> <li>• an event causing physical damage to property.</li> <li>• Incidents of legal nuisance or trespass.</li> </ul>	<p>Goods in transit or goods lent or hired out.</p> <p>Motor vehicles unless the business is engaged in the selling of motor vehicles</p>
<p><b>Personal Injury</b> We will pay costs and expenses for a representative to negotiate an insured person's (and their family members') legal rights following a sudden or specific accident event causing death or bodily injury</p>	<p>Any illness or bodily injury that happens gradually.</p> <p>Psychological injury or mental illness.</p> <p>Clinical negligence.</p>
<p><b>Tax Protection</b> We will pay costs and expenses for a representative to negotiate and represent you when dealing with HM Revenue &amp; Customs</p> <ul style="list-style-type: none"> <li>• following a written notice of enquiry to carry out an Income Tax or Corporation Tax compliance check.</li> <li>• Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations</li> <li>• in VAT disputes</li> </ul>	<p>Any failure to register for VAT or Pay As You Earn.</p> <p>Any claims relating to import or excise duties and import VAT.</p> <p>Any investigations or enquiry into alleged dishonesty or criminal offences.</p>

<p>Telephone Helpline Services</p> <p><b>Legal Advice</b> Advice on any commercial legal problem affecting the business under UK or European law.</p> <p><b>Tax Advice</b> Advice on any commercial tax matters under UK legislation.</p> <p><b>Counselling</b> Confidential counselling service including, where appropriate, onward referral to any relevant voluntary and/or professional services.</p> <p><b>ONLINE SERVICES</b></p> <p><b>DASbusinesslaw</b> Business reference guide providing useful tools, articles and information, including a document builder that can create ready-to-sign contracts, agreements and letters.</p> <p><b>Employment Manual</b> Comprehensive, up to date guidance on rapidly changing employment law.</p> <p><b>COUNTRIES COVERED</b> The UK for most insured incidents but cover for Legal Defence (excluding Statutory notice appeals) and Personal Injury extends to EU member states and other specific European nations.</p> <p><b>LAW THAT APPLIES</b> This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the business is registered. Otherwise the law of England and Wales applies.</p>	<p>Advice about the law in countries outside England and Wales is available 9am – 5pm, Monday to Friday, excluding public and bank holidays.</p> <p>Advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays.</p> <p>No cover for costs of using referral services.</p>
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## Customer Service Information

### 1. Covea Insurance plc

Covea Insurance plc (Covéa Insurance) is a public limited company, registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and the Prudential Regulation Authority are independent watchdogs that regulate financial services.

Covea Insurance's Financial Services Register number is 202277. You can check this on the Financial Services register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0300 500 8082.

Registered Office: 2 Norman Place, Reading, Berkshire, RG1 8DA

### 2. DAS Legal Expenses Insurance Company Limited

DAS Legal Expenses Insurance Company Limited (DAS) is a public limited company incorporated in England and Wales under registered number 103274.

It underwrites legal expenses business. DAS head and registered office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

It appears on the Financial Services Register under number 202106. You can check this on the Financial Services register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0300 500 8082.

### 3. DAS Law Limited

DAS Law Limited is a private company limited by shares incorporated in England and Wales under registered number 5417859. It provides legal advice services on behalf of DAS. DAS Law Limited head and registered office address is North Quay, Temple Back, Bristol BS1 6FL. It is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

### 4. Essex Insurance Brokers Limited

Essex Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 309650. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered office: 2 Blenheim Court, Northolt Way, Hornchurch, Essex, RM12 5RX.

### 5. Accessibility

Covéa Insurance are able to provide, upon request, audio tapes, large print 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. Alternatively, if you have hearing or speech difficulties and have access to a text telephone, you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formally known as RNID).

#### 6. Law applicable to the contract

Covéa Insurance and DAS 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 of the policy.

#### 7. Premiums

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

#### 8. Policy Duration

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

#### 9. Financial Services Compensation Scheme

Covéa Insurance and DAS are covered by the Financial Services Compensation Scheme. 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 Financial Services Compensation Scheme.

#### 10. Notification of a claim

If you have a claim (other than under the Legal Expenses section) or are aware of an incident that could result in a claim, please contact Essex Insurance Brokers Limited on 01708 524416 or Covea Insurance plc on 0330 134 8187.

To make a claim under your legal expenses insurance please telephone DAS on 0117 934 0192. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams and explain what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or email your claim to us at: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

## Enquiries and complaints

If you have an enquiry or complaint regarding:

- the suitability of this policy for your needs; or
  - the information and advice you received whilst it was originally being discussed; or
  - the operation or administration of the policy; or
  - an enquiry concerning a claim that you may have made
- you should contact your broker.

If your complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses cover) you should contact: The Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX or telephone us on 0330 134 8194, or email us at [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk)

A copy of Covéa Insurance's complaints handling procedure is available on request.

If your complaint relates to the Legal Expenses cover, please write to The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 3NH or telephone 0117 934 2000 or email [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of the DAS internal complaint-handling procedures are available on request.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ. You can also contact them by telephone on 0300 555 0333 or e-mail them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) Using these services does not affect your right to take legal action.

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR; telephone numbers 0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if you call from a mobile phone) and 0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this procedure will not affect your legal rights.

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 Standard Department or Citizen's Advice Bureau.



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