

hencilla canworth



MEDIA FREELANCE INSURANCE

Policy Summary

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Version	Date	Author	Comments
1.4	26/01/2015	Hencilla Canworth (MMc)	

INTRODUCTION

This insurance policy is designed to meet the needs of individuals, partnerships and companies working within the film & media industry.

This is a summary of the cover only. For definitive information on policy cover, terms and exclusions please refer to the Policy Document, a copy of which is available upon request.

ABOUT THE INSURERS

The insurance is underwritten by a consortium of insurers led by Royal & SunAlliance Insurance plc. The full schedule of insurers and their applicable proportions is available on request.

AVAILABLE COVER

The following sections of cover are available under the policy:

Section 1	Buildings and Contents
Section 2	All Risks on Specified Items
Section 3	Business Interruption
Section 4	Employers' Liability
Section 5	Public Liability
Section 6	Products Liability
Section 7	Professional Indemnity
Section 8	Personal Accident

Cover will only apply under each section if stated in the Policy Schedule.

DURATION OF THIS INSURANCE

The period of Insurance will be for 12 months unless otherwise agreed. The period of Insurance will be shown in the schedule of insurance.

CANCELLATION RIGHTS

You may cancel this insurance within 14 days from the conclusion of the contract or the day on which you receive the policy document, whichever is the later. Underwriters reserve their rights to charge a pro-rata premium for the period for which cover was provided.

Administration fees charged for the inception of the policy would not be refunded.

Section of Cover	Significant Features and Benefits	Significant Exclusions and Limitations
<p align="center">Section 1 - Buildings & Contents</p>	<p>Cover for material loss or damage to property at the Insured Premises as specified in the Policy Schedule.</p> <p>Optional cover is available for Subsidence Heave & Landslip, Sprinkler Leakage & Terrorism.</p> <p>In addition, cover is automatically provided for:</p> <ul style="list-style-type: none"> • Money on the premises during business hours up to £1,000 • Money in a locked safe outside business hours up to £1,000 (£250 if not in safe) • Personal Accident cover following assault, robbery or hold-up • Damage to Glass or Sanitaryware at the Premises including the cost of boarding up • The cost of tracing and gaining access to a water or oil leak up to a maximum of £15,000 • Replacement locks following theft of keys up to a maximum of £500 • Architects', surveyors', consulting engineers' and legal fees • Newly acquired items or alterations to existing items up to 10% of the sum insured (maximum £100,000) • Removal of debris including boarding up (buildings and machinery, plant and equipment only) • Additional rebuilding costs incurred due to Public Authority requirements • Temporary removal of Contents (up to 10% of the sum insured) for cleaning, renovation and repair • Temporary removal of documents up to 10% of the Contents sum insured, Computer System Records up to £500 any one claim • The contract price in the event of damage occurring to goods sold but not delivered where stock is covered • Loss of metered water or domestic heating oil up to a maximum of £500 	<p>Exclusions from the Buildings and Contents section:</p> <ul style="list-style-type: none"> • The policy excess as stated in the Policy Schedule • Theft from the Premises unless following forcible and violent entry or exit • Damage caused by faulty or defective design or workmanship • Damage caused by wear and tear, wet or dry rot, dampness or drying, or any other gradually operating cause • Damage caused by corrosion, rust, shrinkage, evaporation, loss of weight, marring or scratching • Loss caused by fraud or dishonesty • Damage caused by frost or change in temperature • Damage to moveable property in the open, fences and gates caused by flood, dust or any weather related causes • Electrical or mechanical breakdown or derangement • Loss following accidental or malicious erasure or distortion of information on computer systems • Damage from Subsidence, Heave, Landslip; Leakage of Sprinkler Systems or Terrorism (however cover is available upon request subject to an additional premium) • Damage to livestock, growing crops, trees, vehicles licensed for road use, caravans, trailers, watercrafts, aircrafts, piers, jetties, culverts or excavations • Damage to any property caused by it undergoing any process of production, packing, cleaning, alteration or repair • Damage to any property more specifically insured
<p align="center">Section 2 - All Risks on Specified Items</p>	<p>Cover for material loss or damage to technical & miscellaneous equipment and any other property specified on the Policy Schedule.</p> <p>The cover will apply within Geographical Limits selected (either United Kingdom or Worldwide) and includes losses whilst occurring whilst in transit.</p> <p>Cover is available for Owned or Hired Equipment.</p> <p>In addition, cover is automatically provided for:</p> <ul style="list-style-type: none"> • Alternative Hiring Costs incurred following Damage to Owned Equipment • Up to 13 weeks continuing hire charges following Damage to Hired Equipment 	<p>Exclusions from the All Risks on Specified Items section:</p> <ul style="list-style-type: none"> • The excess as stated in the Policy Schedule • Electrical or mechanical breakdown or derangement, corrosion, rust, marring or scratching • Damage caused by wear and tear, frost or any gradually operating cause • Depreciation • Unexplained loss • Theft from any unattended vehicle unless the vehicle is locked, alarmed and the property has been obscured from view • Damage in transit due to inadequate packing • Damage to property hired to a third party

Section of Cover	Significant Features and Benefits	Significant Exclusions and Limitations
<p align="center">Section 3 - Business Interruption</p>	<p>This section provides cover for the consequential losses suffered as a result of a loss at the insured Premises, for which cover applies under Sections 1 or 2 of this policy.</p> <p>Cover is available on the basis of:</p> <ul style="list-style-type: none"> • Loss of Gross Profit; or • Loss of Gross Revenue <p>In addition, cover is automatically provided for:</p> <ul style="list-style-type: none"> • Professional accountants' charges • Automatic reinstatement of loss • Increased costs of working <p>The following Optional Extensions are also available:</p> <ul style="list-style-type: none"> • Damage occurring on any Contract Site within the United Kingdom • Damage to property in transit within the United Kingdom • Damage to Property stored at a third party premises within the United Kingdom • Failure of Public Utilities due to damage at the suppliers premises • Prevention of Access to the premises due to damage in the vicinity • Damage occurring at the premises of a Supplier or Customer 	<p>Exclusions from the Business Interruption section:</p> <ul style="list-style-type: none"> • Deliberate falsification of records • Damage caused by cause excluded under Section 1 of this policy • The cost incurred in the cleaning, repair, replacement, recall or checking of any property • Accidental breakdown of computer or data processing equipment
<p align="center">Section 4 - Employers' Liability</p>	<p>This section provides cover for legal liability to pay compensation (including costs) following Bodily Injury sustained by any Employee arising out of and in the course of his employment or engagement by the Insured during the period of coverage.</p> <p>The limit of indemnity is £10,000,000 any one occurrence, but limited to £5,000,000 any one occurrence in respects of acts of terrorism and for claims arising from asbestos. The Employers Liability limit of indemnity is inclusive of your own defence costs</p> <p>The policy applies to your business conducted at or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p>	<p>Exclusions from the Employers' Liability section:</p> <ul style="list-style-type: none"> • Work undertaken outside of the United Kingdom by non-UK domiciled employees • Circumstances where any road traffic legislation requires compulsory insurance • Work on and/or visits to any offshore rig and/or installation and/or platform
<p align="center">Section 5 - Public Liability</p>	<p>This section provides cover for legal liability to pay compensation (including costs) following accidental Bodily Injury to any person or accidental loss of or damage to Property happening during the Period of Insurance and arising out of the Business.</p> <p>The limit of indemnity applies in respect of any one occurrence or series of occurrences arising out of one originating cause. Your own defence costs will be covered in addition to these limits.</p>	<p>Exclusions from the Public Liability section:</p> <ul style="list-style-type: none"> • The amount of any Excess stated in the Schedule • Fines, liquidated damages or penalties • Injury to Employees • Property in your custody or control other than in accordance with the 'Property belonging to a Third Party' extension • Special Effects or the use of Fire or Pyrotechnics unless the Special Effects Condition applies and has been complied with

Section of Cover	Significant Features and Benefits	Significant Exclusions and Limitations
<p>Section 5 - Public Liability (cont'd)</p>	<p>In addition, cover is automatically provided for:</p> <p>Property belonging to a Third Party</p> <p>Insurers will pay up to £25,000 (to a maximum £100,000 during the policy period) in respect of legal liability for damage to property, which is in the custody or control of the policyholder arising during the course of The Business.</p> <p>However Insurers will not pay for</p> <ol style="list-style-type: none"> damage to items owned, leased, hired or rented to you damage to property which is held in trust or in the custody or control of any other person. the first £500 of any claim where indemnity is provided by another insurance policy. <p>Indemnity to Principals & Others</p> <p>At your request, this policy will also indemnify</p> <ol style="list-style-type: none"> directors, partners or employees contract principals <p>provided that the claim would have been a valid claim under this policy had it been made against the policyholder.</p> <p>Vehicles used as a tool of trade</p> <p>The policy provides indemnity for the use of vehicles as a tool of trade excluding where compulsory insurance or security is required under any legislation.</p> <p>Legal Costs & Expenses</p> <p>The policy will provide cover for costs and expenses arising under the following legislation:</p> <ul style="list-style-type: none"> Health & Safety at Work Act 1974 Health & Safety Inquiries (Procedures) Regulations 1975 Corporate Manslaughter and Corporate Homicide Act 2007 Part II of the Food Safety Act 1990 Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 <p>In most cases the cover is provided against circumstances that may give rise to a claim elsewhere within this section. Other terms, conditions and limitations apply.</p> <p>Compensation for Court Attendance</p> <p>Compensation is paid for attendance at court at the request of the insurers in connection with any claim made under this policy;</p> <ul style="list-style-type: none"> £250 per day for any principal, partner or director £100 per day for any employee 	<ul style="list-style-type: none"> Deliberate acts Supply of any product Ownership, use or possession of any watercraft in excess of 8 metres in length, aircraft or mechanically propelled vehicle Advice and professional services Liability assumed under contract that would not have applied in the absence of the contract Work involving the use of any processes involving the application of heat undertaken outside of the United Kingdom Liability arising out of use of e-mails, internet etc. Any processes involving Asbestos <p>Special Effects Condition</p> <p>No cover will be provided by this policy for any physical or pyrotechnic special effect unless the policyholder has complied with the BECTU Special Effects Code of Practice and are working within their grade as specified by the Joint Industry Grading Scheme (JIGS).</p> <p>Where the policyholder does not hold a grade specified by JIGS and conduct work at theatrical and live events sites using publically available stage pyrotechnic devices, the policy will not provide any cover unless the policyholder has completed a basic BECTU recognised Operational Pyrotechnic Safety Awareness Course.</p>

Section of Cover	Significant Features and Benefits	Significant Exclusions and Limitations
<p align="center">Section 6 - Products Liability</p>	<p>This section provides cover against the Insured's legal liability to pay compensation (including costs) following:</p> <ul style="list-style-type: none"> • Accidental Bodily Injury to any person • Accidental loss of or damage to Property <p>happening during the Period of Insurance and arising out of the supply of any product.</p> <p>The limit of indemnity applies to all occurrences during the Period of Insurance.</p> <p>Unless stated otherwise, your own defence costs, subject to insurers consent, will be covered in addition to these limits.</p>	<p>Exclusions from the Products Liability section:</p> <ul style="list-style-type: none"> • The amount of any Excess stated in the Schedule • Product recall • Replacement or repair of any defective product • Fines, liquidated damages or penalties • Injury to Employees • Property in your custody or control • Deliberate acts • Products supplied with your knowledge to the USA or Canada • Contractual liability • Advice and professional services • Asbestos related claims • Any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health. • Fungus, including but not limited to mildew, mould, spore(s) or allergens • Pollution or contamination other than incidents which are sudden, identifiable, unintended and unexpected which take place in their entirety at a specific moment in time and place during the Period of Insurance.
<p align="center">Section 7 - Professional Indemnity</p>	<p>This section provides cover against civil liability claims made against the policyholder and notified to the insurer during the Period of Insurance as a result of any negligent act or negligent omission or any mitigating costs incurred in limiting or preventing such a claim.</p> <p>In addition, cover is also provided for</p> <ul style="list-style-type: none"> • Replacing, restoring or reconstitution of Documents (up to £50,000) • Representation costs at hearings or tribunals (up to £50,000) 	<p>Exclusions from the Professional Indemnity section:</p> <ul style="list-style-type: none"> • Claims arising from work done prior to the Retroactive Date • Claims arising from circumstances known to you prior to the inception of the policy • Any claim brought in a court of law in the USA or Canada or that is subject to US or Canadian law • Employment disputes • Employers', Public and Products Liability claims • Fines, liquidated damages or penalties • Claims made by any entity for which you hold a controlling financial interest or which holds a controlling financial interest in you • Claims arising out of trading losses or liabilities • Directors & Officers Liability claims • Claims arising from the provision of employee benefits • Ownership, use or possession of any watercraft, aircraft or mechanically propelled vehicle • Claims arising from the ownership of any property • Contractual liability • Claims arising from the provision of dietary or nutritional advice • Claims directly or indirectly arising as a result of pollution or asbestos

Section of Cover	Significant Features and Benefits	Significant Exclusions and Limitations
<p style="text-align: center;">Section 8 - Personal Accident</p>	<p>This section provides a fixed benefit payable to the policyholder in the event of</p> <ul style="list-style-type: none"> • Accidental Death • Loss of hearing in one or both ears • Loss of one or both eyes • Loss of one or more limbs • Permanent Total Disablement • Temporary Total Disablement <p>to any Insured Person arising from an Accident and occurring within the Operative Time specified on the Policy Schedule.</p> <p>Operative Time will be either:</p> <p>Continuous 24 hours a day worldwide; or</p> <p>Occupational whilst the Insured Person is engaged in their usual occupational duties with the policyholder or whilst they are travelling directly to or from their place of work and place of residence.</p> <p>In addition, cover is also provided for</p> <ul style="list-style-type: none"> • Hospital Benefit of £25 per day up to a maximum of £250 <p>The cover is only available to Insured Persons aged between 16 and 65 at the commencement of the insurance.</p>	<p>Exclusions from the Personal Accident section:</p> <ul style="list-style-type: none"> • The deferment period stated in the Schedule in respect of Temporary Total Disablement • The first 21 days of any claim for Temporary Total Disablement arising from the Insured Person playing any form of rugby, football or field hockey • Participation or practicing of <ul style="list-style-type: none"> - abseiling - boxing - caving - hunting - Ice hockey - judo - martial arts - polo - potholing - professional sports - sub aqua diving - water skiing - winter sports - wrestling • Flying or aerial activities of any kind unless as a fare paying passenger of a multi-engined aircraft or helicopter flown in course of licensed operations • Mountaineering or rock-climbing which would normally necessitate the use of guides or ropes • Racing of any kind other than by foot or swimming • Motorcycling (passenger or rider). Does not apply to motorcycles unless under 250cc. • Pre-existing defects infirmity or medical conditions • Sickness or disease unless resulting from Accidental Bodily Injury • Suicide or intentional self injury • Deliberate exposure to exceptional danger other than in an attempt to save human life • Accidents caused by the use of non-prescription drugs or alcoholism • Bodily injury resulting solely in the ability to undertake sports or pastimes • Criminal acts • Insanity • Participation in the armed forces <p>Activity at Work Clause</p> <p>The policy requires an Insured Person to be in good health at the commencement of the insurance and to have not been absent for more than 10 days in the previous 3 months.</p> <p>If the Insured Person cannot comply with this condition then cover will not apply until they have returned to work and completed 3 months continuous service.</p>

HOW TO MAKE A CLAIM

In the unfortunate event that you need to make a claim, please contact us soon as possible either in writing at Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ or by telephone on 020 8686 5050. *Please note that late notification can lead to claims being repudiated.*

RENEWING YOUR POLICY

At least 21 days before each policy renewal date, you will be advised of the premium and terms and conditions that will apply for the following year. All premiums quoted are inclusive of Insurance Premium Tax.

Please note in normal circumstances your premium is due to be paid in full by the inception date of the policy, unless you have specifically agreed alternative payment methods with us. Failure to pay within the terms may result in your Insurance being cancelled.

HOW TO MAKE A COMPLAINT

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under your policy then please raise this in the first instance with Hencilla Canworth Ltd who will aim to resolve your concerns by close of the next business day.

If Hencilla Canworth are unable to deal with your concerns the matter will be forwarded onto Your Insurer.

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone: 0800 0234567 (for landline users); Telephone: 0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

FINANCIAL SERVICES COMPENSATION SCHEME

Royal & SunAlliance Insurance plc along with all other consortium insurers are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they are unable to meet it's obligations to you under this contract.

If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information is available from the Financial Services Compensation Scheme (7th Floor, Lloyd's Chambers, Portoken Street, London, E1 8BN) and from the FSCS website at www.fscs.org.uk.

DETAILS OF OUR REGULATOR

Royal & SunAlliance Insurance plc and all other policy insurers are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768.

ADDITIONAL INFORMATION

If you require any further information or wish to request a copy of the policy wording, please contact

Hencilla Canworth Limited, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ

Tel: 020 8686 5050

Fax: 020 8686 5559

e-mail: mail@hencilla.co.uk

