

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Enclosed premises	A locked building or secure gated compound, other than a self storage location rented by you or on your behalf.
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Location	Any location within the geographical limits where you have a written contract to carry out your business .
Media artwork	Film, photographs, negatives, artwork, transparencies, slide prints, recorded video tapes, soundtracks, animation cells and computer images, software and material used to generate images, all in respect of your productions or photographic shoots, and which belong to you or for which you are legally responsible.
Technical equipment	<p>The equipment used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">cameras and ancillary equipment;PA, sound and lighting equipment;portable electrical equipment;mechanical effects equipment;grip equipment;props, sets and wardrobes;make up and prosthetics;editing and recording equipment;video and broadcast equipment. <p>Media artwork is not included within this definition.</p>
Unattended vehicle	Any vehicle which is out of sight of you or any person authorised by you .

What is covered

	<p>We will insure you against damage occurring during the period of insurance to technical equipment while:</p> <ol style="list-style-type: none">contained in your business premises or in the home of any partner, director or employee of yours provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland;hired out by you under a standard hire contract within the geographical limits;being used by you on location, or while in transit between your business premises and any location, including loading and unloading. <p>We will also pay for the following where stated on the schedule:</p>
Fraudulent hire	<ol style="list-style-type: none">theft by deception of technical equipment that you have hired out under a standard hire contract, but we will not make any payment unless you have:<ol style="list-style-type: none">obtained and verified at least two trade references for each hirer; andretained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; andretained a copy of the credit card details of the hirer; andonly allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.

Property – Technical equipment (media)

Policy wording

Continuing hire charges	2. loss of hiring charges for which you are legally responsible under a standard hire contract arising directly from damage to technical equipment insured under this section.
Loss of hire fees	3. loss of fees you would have received for the hire of your technical equipment under a standard hire contract but for damage occurring during the period of insurance to the technical equipment , for the period beginning at the date of the damage until the technical equipment is repaired or replaced but for no longer than six months.
Re-shoot or re-compilation costs	<p>4. necessary and reasonable additional costs and expenses you incur in completing a production or photographic shoot following damage occurring during the period of insurance to media artwork, which would not otherwise have been incurred in completing the production. Alternatively, if the production or photographic shoot is necessarily abandoned as a result of such damage to media artwork, we will pay the expenditure incurred by you in the production or photographic shoot up to the date of the damage.</p> <p>However we will not pay for:</p> <ol style="list-style-type: none"> a. any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock; b. any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields, unless beyond your reasonable control; c. any claim or loss arising from delay, confiscation or detention by customs or government officials; d. any claim or loss arising from abandonment of the production or of any technical equipment; e. any claim or loss arising from the failure of computers or technical equipment; f. any fines, penalties or contractual damages due to abandonment or delay in delivery of the production or photographic shoot; g. damage to cut outs, unused footage or library stock which do not form part of the final completed production or photographic shoot; h. the value to you of any media artwork.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** between the hours of 9am and 6pm unless the item is completely hidden within the luggage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. theft from an **unattended vehicle** between the hours of 6pm and 9am unless the item is completely hidden within the luggage compartment, boot or trailer of the vehicle, all security measures on the vehicle or trailer are fully operational and the vehicle is kept in an **enclosed premises**;
 - g. theft of **technical equipment** or **media artwork** whilst not under the personal supervision of **you** or anyone authorised by **you** at **your business premises** or a **location** unless involving violent or forcible entry into or exit from a securely locked building;
 - h. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - i. **date recognition**;
 - j. a **virus** or **hacker**;
 - k. packing being inadequate.

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Policy wording

2. **damage to technical equipment or media artwork** being cleaned, worked on or maintained.
3. **damage to technical equipment or media artwork** whilst in transit by courier or postal service where the method of delivery does not require a recipient's signature on receipt.
4. loss or distortion of information resulting from **failure** of any **computer**.
5. the value to **you** of any lost or distorted information.
6. **damage to technical equipment** directly resulting from its own **failure**.
7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
8. unexplained loss or disappearance or inventory shortage.
9. loss due to clerical or accounting errors.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11. consequential, indirect or financial losses of any kind, other than continuing hire charges, alternative hire costs and loss of hire fees where stated on, and up to the limit stated in, the schedule.
12. pollution or contamination except **damage to technical equipment or media artwork** which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section; or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
13.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
14. **war, confiscation and nuclear risks.**
15. the amount of the **excess**
16. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **technical equipment** other than hired-in equipment, stock, samples and goods held in trust, the cost of repair or replacement as new.
2. for stock and samples other than second-hand stock or samples, the cost of repair or replacement at the cost price to **you**.
3. for second-hand stock and samples, the cost of repair or replacement at the trade market value.
4. for hired in equipment, the lesser of:
 - i. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - ii. the costs of repair of the hired in equipment;
 - iii. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
5. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust;
 - ii. the cost of repair or replacement at the trade market value of such goods.

Debris removal	We will also pay necessary and reasonable costs and expenses you incur to remove debris of technical equipment from your business premises , any location or the area immediately adjacent, following damage insured by this section, but we will not pay more than the amount insured for any one claim.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total value of the technical equipment , the amount we pay will be reduced in the same proportion as the under insurance.
Pairs and sets	If any technical equipment that has an increased value because it forms part of a pair or set suffers damage any payment we make will take account of the increased value.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the technical equipment insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must also report to the police, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You must arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Hiring in equipment	<p>When hiring in technical equipment you must complete and record an inventory check and inspect all technical equipment for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the technical equipment. Upon returning the technical equipment to the hire company you must only return the technical equipment to persons authorised within the hire company to accept the return of equipment. We will not make any payment for any claim or loss where you fail to demonstrate to our satisfaction that you have complied with these requirements.</p>
Protections	<p>We will not make any payment under this section unless you ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the business premises are left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then change the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p>
Unoccupancy	<p>You must tell us immediately if the business premises, location or home of any partner, director or employee where technical equipment is stored, will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while such premises are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Re-shoot or re-compilation costs	<p>We will not make any payment for re-shoot or re-compilation costs unless you:</p> <ol style="list-style-type: none">1. take all reasonable steps to make back-up copies of media artwork at least every two working days and keep the copies away from the business premises; and2. retain all duplicated works, prints or offshoots are intentionally destroyed until the production or photographic shoot has been completed; and3. make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process media artwork on receipt and advise you immediately if any damage to the media artwork is discovered; and



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4. examine the processed **media artwork** from the laboratory on receipt and, if **damage** is discovered, **you** take immediate steps to avoid a recurrence of the; and
5. take a copy of the **media artwork** prior to commencement of transfer to any other format.