

BBC Production Insurance Centre

GUIDE FOR TELEVISION PRODUCTION INSURANCE

QUARTZ INSURANCE BROKERS LTD

SUITE C, 2ND FLOOR KING WILLIAM HOUSE, 13 QUEEN SQUARE, BRISTOL BS1 4NT

TELEPHONE: 0117 360 0360 • FAX: 0117 372 0669 • WWW.QUARTZIB.COM

REGISTERED IN ENGLAND NO. 06737067 • AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY

Table of Contents

BBC Production Insurance Centre	3
Risk Management Procedures	5
Claims Reporting Procedures	6
Procedure for Arranging Production Insurance	9
Cast Insurance	10
Extra Expense Insurance	13
Negative and Videotape Insurance (Including Faulty Stock Camera and Processing)	15
Props, Sets and Wardrobe Insurance	17
Miscellaneous Technical Equipment Insurance	19
Property of Others Insurance	21
Production Office Contents Insurance	22
Money Insurance	23
UK Terrorism Cover	25
Employers' Liability Insurance	26
Public & Products Liability Insurance	27
Motor Insurance – Unit Vehicles	28
Motor Insurance – Action Vehicles	29
Foreign Unit Travel Insurance (FUTI) – This Applies to Independent Productions only as BBC 'In-House' has separate internal arrangements.	30
Contingent Personal Accident Insurance (UK only) – This Applies to Independent Productions only as BBC 'In-House' has separate internal arrangements.	34
Animal Insurance	35
Insurance of Hired In Plant Equipment	36
Filming Involving the Use of Marine Vessels	37
Filming Involving the Use of Aircraft	38
Errors and Omissions Insurance	39
Additional Specialist Insurance	40

BBC Production Insurance Centre

Quartz Insurance
Brokers Ltd
King William House
Queen Square
Bristol
BS1 4NT

James Thompson – Insurance Advisor
Tel: 0117 3600364
james.thompson@quartzib.com

Freya Coles – Insurance Advisor
Tel: 0117 3600365
freya.coles@quartzib.com

Carey Nicholson – Senior Insurance Advisor
Tel: 0117 3600362
carey.nicholson@quartzib.com

Craig Gray – Claims Manager
Tel: 0117 3600363
craig.gray@quartzib.com

Matthew Torrible – Contract Manager
Tel 0117 3600361
matthew.torrible@quartzib.com

Emergency Numbers

James Thompson -	07538 477655
Freya Coles -	07545 138514
Carey Nicholson -	07702 089944
Craig Gray -	07979 803161
Matthew Torrible -	0759 5529136

It should be noted that this is a guide for information purposes only and does not represent the full policy wording, its limitations, exclusions and conditions.

Risk Management Procedures

The Production should consider insurance solely as a financial safety net in the event of accident, loss or a liability incurred. Therefore, when considering the insurance requirements for the Production, the related issues of health & safety, security and contract terms should be taken into account. This makes for good risk management practice.

The Production should obtain and follow appropriate guidance on, for example but not limited to, issues involving health & safety, security, employing and contracting the services of personnel, entering into contracts with owners of locations, studios etc. and suppliers of services and equipment, props, sets, costumes, vehicles, aircraft, boats, mobile plant and other production related issues – in line with BBC commissioning requirements.

When entering into contracts with any person or organisation, it is important that appropriately worded paperwork be used, e.g. contract of employment or engagement, terms of trade, letters of agreement. It is important for the protection of the Production that contracts, terms of trade indemnities and the like proffered by any person or organisation should not be signed or accepted (in writing or verbally) without proper consideration or without clearance from the BBC Production Insurance Centre.

The production is responsible for taking all reasonable care in all aspects of its work, including for the safety and security of personnel, property and equipment and failure to do so could prejudice any claim.

Maximum care should be taken of property or equipment. Please speak to the Production Insurance Centre (PIC) for guidance if you are concerned about the security arrangements for equipment and property.

Claims Reporting Procedures

Any incident which could give rise to a claim under any of the insurance covers detailed throughout this guide should be notified to the BBC Production Insurance Centre immediately so that the appropriate action can be taken. This could include the appointment of Medical Advisers or a Loss Adjuster.

The Production must provide to the Production Insurance Centre &/or Insurers or the appointed Loss Adjuster all cooperation, information and paperwork in support of any claim and to assist with any enquiries. Failure to do so could lead to the rejection of a claim or a reduced settlement.

The Production should not agree any settlement with a supplier or claimant or make any admission of liability without the Production Insurance Centre's prior agreement. The BBC Production Insurance Centre &/or the Insurers should have the opportunity to negotiate the settlement of any claim.

Any correspondence received from an external claimant, especially if it involves potential liability for personal injury, should be forwarded immediately, unanswered to the Production Insurance Centre.

In the event of any incident that may give rise to an Employers' or Public Liability claim under this policy, the Production should notify the BBC Insurance Department either directly or via The Production Insurance Centre, and any correspondence received on the subject forwarded, unanswered.

It is advisable for any person involved in an accident, however minor, to be seen by a qualified nurse or doctor.

In the event of an accident, damage to or theft of a vehicle insured under the BBC's motor insurance, please call Total Accident Management on 0844 5719200 to report the incident immediately.

In addition to the above, any incidents of theft or attempted theft should be reported to the Police immediately.

All statutory procedures must be observed and any accident or "near miss" must be logged in the Accident Book &/or reported independently to the appropriate authority e.g. Health and Safety Executive, as required.

Foreign Unit Travel Insurance (FUTI)

Independent Producers Only

Emergency Travel Assistance

Travel assistance is supplied by First Assist, who are a third party service provider approved by the Insurer. They operate 24 hours a day, 365 days a year.

Telephone: +44 (0) 208 763 3155

Fax: +44 (0) 208 763 3035

Web: www.firstassist.co.uk

The emergency telephone number should be contacted, but in the event of your experiencing any difficulty you may send FirstAssist a fax or a telex quoting your name and policy number **PA 00027925** together with your contact numbers abroad. On receipt of your message FirstAssist will endeavour to contact you without delay.

Before contacting the Emergency Centre, check whether your hotel or hospital has fax/telex facilities and if so please give their fax/telex number since this will enable FirstAssist to leave urgent messages even if you are not on the premises.

IMPORTANT

FirstAssist provide a professional 24 hour emergency service, so please bear four things in mind:

- Do not try to provide your own solution to your problems (which would be at your own expense) but let FirstAssist act for you from the outset.
- FirstAssist needs to be informed promptly of your problem although it is usually sensible whenever practical to obtain an initial report from your doctor before making your first call to them. This helps them to provide the best advice and their medical experts can converse with their opposite numbers to ensure that a correct course of action is taken.
- You must leave FirstAssist to decide what is the most suitable, the most practical and the most reasonable solution to any problem.
- You must read the policy exclusions appropriate to the Medical and Emergency Travel Expenses Insurance so that you are fully informed of the extent to which any expenditure by FirstAssist on your behalf can be reimbursed by this insurance.

The Medical Emergency Service

While travelling abroad, immediate assistance can be obtained in the event of a medical emergency in the following ways:

- Medical advice will be given.
- Names and addresses of suitable doctors, hospitals, clinics and dentists will be provided when consultation or minor treatment is required.
- Arrangements will be made for a doctor to visit and for hospitalisation, if necessary.
- Special drugs, if unobtainable locally, will be obtained and dispatched to the patient.
- A FirstAssist appointed Medical Officer will continue to monitor the patient's condition.

In Addition:

- FirstAssist provides multi-lingual assistance to co-ordinators who are in most cases able to converse with doctors and hospitals abroad in their own language, which helps in the understanding of the situation.
- FirstAssist consults Medical Advisers at the outset for their views on the desirability of arranging repatriation and the best method to be adopted. Whenever necessary, patients will be escorted by a qualified medical attendant.
- Hospitals or doctors abroad will be contacted and any necessary fees guaranteed.
- Specially equipped air ambulances are available for critical cases on the recommendation of the FirstAssist Medical Officer whilst in less serious circumstances scheduled air services will be used. Repatriation from countries outside Europe will be carried out using regular air services.
- Upon arrival in the UK an ambulance will be provided to convey the patient quickly and comfortably to an N.H.S hospital or home address whenever necessary.
- Arrangements may be made for any other members of the party to travel home.
- If it is necessary to transport the next-of-kin to a sick or injured person, all necessary arrangements will be made for outward and return journeys.
- FirstAssist now has a web site – www.firstassist.co.uk – which includes an online new case notification form as well as useful travel information and links. Click on *Assistance Services* and then *Claims Information*.

Procedure for Arranging Production Insurance

It is recommended that discussion takes place with the Production Insurance Centre at the earliest opportunity prior to commencement of the production.

A fully completed proposal form should be provided to the Production Insurance Centre in all instances before cover can be considered.

The Production Insurance Centre will confirm when cover has been arranged and you will be provided with a Schedule of Cover.

It should be noted that;

- Cover will be arranged on a worldwide basis unless otherwise notified.
- Cover will be subject to the terms, conditions exclusions and limitations of the policy. This guide provides a summary of cover only. Full details of the cover available can be provided upon request.

Cast Insurance

This section is designed to indemnify the Production against additional production costs (including abandonment) necessarily incurred in the event of accident, sickness or death of persons accepted for cast cover. It is not designed to cover the personal injury costs of the cast, Independent Producers please refer to the FUTl section of the guide for this aspect of insurance. BBC 'In House' productions should refer to BBC Insurance Department's intranet site.

The Producer should consider cover for any individual who could seriously affect the progress of the Production as a result of their incapacity. Examples include the Director, Principal Artists, Presenter and Director of Photography.

All key persons once nominated to the Production Insurance Centre are covered for "Accident" risks only (subject to the age limits detailed below) until such time as a medical report or Statement of Health or cast declaration has been received and approved by Insurers.

Cover provided under this section is extended to include the additional costs, which are reasonably and necessarily incurred in meeting a delivery date arising as a direct result of an insured loss.

Additional Information Required

The Production Insurance Centre will require the completion of Statement of Health forms and/or medicals. The forms will be provided by the Production Insurance Centre.

As a guideline, Statement of Health forms can be used for productions with budgets below £2,000,000 and a medical report is required for each nominated key artist where the production budget is greater than £2,000,000. A medical report may also be required based on the responses to the Statement of Health form. Where there is a need to vary this guideline, the Production Insurance Centre will discuss the need for medical information with each production individually. Reasonable medical examination fees will be paid by Insurers.

If a Medical is required and there has already been a previous medical done and it is no more than 3 months old, then Quartz are happy to accept this subject to a consent letter being completed.

Age Limits

Additional terms and/or conditions may be applied in respect of any person under the age of 6 years or over the age of 75 years and a medical examination will normally be required.

Doctors to Be Used for Medical Examinations for Cast Insurance

Medical examinations, wherever possible, should be carried out by one of the following Doctors:

Dr Paul Ettlinger

The London General Practice 5

Devonshire Place

London

W1G 6HL

Tel: 0207 935 1000

Fax: 0207 935 1122

Dr John Gayner

6 Sloane Square

London

SW1W 8EE

Telephone: 020 7730 3700

Facsimile: 020 7730 6500

It may be necessary to arrange medicals at other locations in the United Kingdom or overseas. The Production Insurance Centre will be able to provide you with details of other approved doctors on the Insurers panel as required.

Deductibles

Productions up to £1,000,000 budget

10% of the loss: minimum £250, maximum £750
each and every loss

Productions over £1,000,000 and
to £5,000,000 budget

10% of the loss: minimum £250, maximum £1,500 up
each and every loss

Productions over £5,000,000 and
to £15,000,000 budget

10 % of the loss: minimum £250, maximum £2500 up
each and every loss

Exclusions

This insurance does not cover against loss directly or indirectly caused by or resulting from:

- Any covered person taking part in flying other than as a passenger
- Any covered person taking part in any hazardous act, feat or performance without the prior written consent of the BBC Production Insurance Centre
- Any covered person taking part in any hobbies or pastimes which involve hazardous activities or contact sports
- The inability of any insured female to perform as a result of pregnancy, menstruation, child birth or condition pertaining thereto
- Any covered person under nine years of age who contracts mumps, chickenpox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria
- Loss or damage due to war risks, civil commotion, riot, rebellion, revolution or other hostile environments

Insurers may give consideration to amending or removing exclusions as a result of existing medical conditions declared or identified at a cast medical examination, subject to full information being provided to the Production Insurance Centre.

Extra Expense Insurance

This section is designed to provide cover against additional production costs necessarily incurred in the event of physical damage to property by any external cause resulting in the interruption or abandonment of the production caused directly and solely from such damage to include fire or theft of such property.

Cover will apply as and when appropriate from the date of the Production being commissioned by the BBC until delivery subject to a maximum period of eighteen months.

When preparing the shooting schedule, the Production should assess the consequences of damage to a major set or prop - for example, careful thought should be given to the effects of a serious fire on a large set or a special prop, replacement of which is not readily available - and thereafter determine their possible exposure. The limit of liability will be relative to the insurable production budget and as detailed below.

Cover extends to include:

- a) Mechanical Breakdown of portable generators, camera equipment, sound equipment and lighting equipment, **provided** that these items were fully tested and proven to be in good working condition prior to being used on the production.
- b) Denial of access to or from a location (including bomb scares, strike or other labour action or civil protest) arising beyond the control of the Production, subject to a limit of £50,000 in respect of any one claim.
- c) Mains power supply failure beyond the control of the Production, other than losses arising from strikes, subject to a limit of £100,000 each and every loss.
- d) Additional costs reasonably and necessarily incurred in meeting a transmission/air date, arising as a direct result of an insured loss.

Deductible

£500 each and every loss

Exclusions

This coverage does not cover loss or damage directly or indirectly caused by or resulting from:

- Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, or wet or dry rot;
- Damage sustained while the property is undergoing construction, alteration, repair or testing unless caused by a peril unrelated to the works and that is not otherwise excluded;
- Shortage of inventory or any unexplained loss or mysterious disappearance;
- Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than while on location and provided the Production has taken reasonable steps to protect such property from the elements);
- Short circuit or other electrical injury, disturbance or failure unless fire ensues and then only for loss or damage caused by such fire;
- Damage to or destruction of property caused by or resulting from intentional acts of the Production, or at the direction of the Production;
- Loss of use or replacement of animals due to any cause.
- Loss or damage due to war risks, civil commotion, riot, rebellion, revolution or other hostile environments including revocation of permits and the seizure or confiscation of equipment
- Temporary deprivation of equipment and property owned by the Production or in their care custody or control.

Please refer to the policy wording for full details of the cover, conditions and exclusions applicable to this section.

Animal Extra Expense Insurance

Extra expenses caused by the loss of use or the replacement of an animal are not covered under this section. Animal Extra Expense Insurance can be purchased in addition to protect the Production in respect of interruption and continuity. Please refer to the Production Insurance Centre for guidance if this cover is required.

Negative and Videotape Insurance (Including Faulty Stock Camera and Processing)

This section provides cover against additional production costs necessarily incurred due to loss or damage to raw stock, exposed film, videotape, or digital media storage devices, including sound track.

Cover will apply as and when appropriate from the date of the Production being commissioned by the BBC until final delivery subject to a maximum period of eighteen months.

Cover is also extended to include the additional costs reasonably and necessarily incurred in meeting a transmission/air date, arising as a direct result of an insured loss.

Special terms may also apply in circumstances where the risk of damage or a loss is increased significantly, for example, where exposed negative is not processed at regular intervals or digital footage is not backed up regularly. The Production should approach the Production Insurance Centre for guidance.

Notes

Camera, lenses, stock and equipment must be fully tested for their intended use/purpose and proven to be in sound working condition prior to the commencement of filming each day and the footage should be checked at the end of filming each day. This is a condition of this insurance.

The BBC Production Insurance Centre should be advised of any proposed use of re-cycled or second hand film/tape stock by the Production and agreement that cover would be provided is required from the Production Insurance Centre in advance of use of any such stock.

In the event of any potential claim under this section, the Production should immediately notify the Production Insurance Centre in order that prompt investigations can be made to isolate the cause of loss and thus avoid further damage.

Additional Information Required

It will be necessary for you to advise the Production Insurance Centre of the name and location of the processing laboratory to be used (if any), the backup, storage and viewing arrangements for rushes and details of any special filming techniques to be used. In addition, the Production Insurance Centre will need to know what security measures will be put in place to ensure the safekeeping of master footage.

Archive and Library Footage

Archive and Library material is also covered to up to a limit of £50,000 **in respect of re-copying and reconstitution costs only**, subject to the Production providing full details of the work being undertaken and the method of storage and security.

In the unlikely event that original master footage is loaned to you the Production should be aware this insurance does not cover master archive and library footage.

Deductibles

Productions up to £1,000,000 budget	10% of the loss: minimum £250, maximum £750 each and every loss
Productions over £1,000,000 and to £5,000,000 budget	10% of the loss: minimum £250, maximum £1,500 up each and every loss
Productions over £5,000,000 and to £15,000,000 budget	10 % of the loss: minimum £250, maximum £2500 up each and every loss

In respect of re-copying and reconstitution of Archive and Library material, cover is subject to a £150 deductible in respect of each and every loss.

Exclusions

This insurance does not provide cover against loss directly or indirectly caused by or resulting from:

- Deterioration, atmospheric dampness or changes in temperature;
- Intentional destruction or any covered property or at the direction of the Production;
- Exposure of digital storage devices, videotape and videotape recordings to magnetic or electrical fields other than in connection with the recording or reproduction of such videotape recordings;
- Errors in judgment in exposure, lighting or sound recording, or from the use of incorrect type of camera, lens, raw film or tape stock;
- Exposure of digital storage devices, videotape and videotape recordings and equipment to extreme temperatures, unless due to peril otherwise covered, or unless beyond the control of the production;
- Delay in delivery of raw film or tape stock;
- Shortage of inventory or any unexplained loss or mysterious disappearance;
- Faulty manipulation and/or judgment of camera operator and/or assistant
- Loss or damage due to war risks, civil commotion, riot, rebellion, revolution or other hostile environments or the seizure or confiscation of equipment, tape or film stock
- Loss of digital footage due to virus etc.

Please refer to the policy wording for full details of the cover, conditions and exclusions applicable to this section.

Props, Sets and Wardrobe Insurance

This section covers the Production against the cost of repair or replacement resulting from physical loss and/or damage to owned or hired props, sets and wardrobe during the course of the Production.

Cover will apply as and when appropriate from the date of the Production being commissioned by the BBC until delivery subject to a maximum period of eighteen months.

Sets constructed by an external company should be at the responsibility and insured risk of the supplier until the item is handed over and accepted by the Production.

Where a claim is to be made under this section the date and circumstances of loss must be accurately identified and any suspected thefts reported to the police.

Notes

It should be particularly noted that coverage does not extend to unexplained loss and/or shortage of inventory and/or mysterious disappearance.

A confirmation of cover letter will be issued providing evidence of this coverage for the Production to show to owners of props, sets or wardrobe.

Additional Information Required

The Production Insurance Centre will require a detailed list of all items which have an individual value of £25,000 or above before cover for these items can be agreed and confirmed, in particular for Antiques, Objets d'art, Furs, Watches, Jewellery, Gold Silver, Platinum and other precious metals or alloys, full information must be supplied to the Production Insurance Centre who may require special arrangements for security. The limits should be based on the estimated maximum replacement cost at risk at any one time and should take into account conditions imposed by the owners of hired props, sets and wardrobe.

Deductible

£250 each and every loss

Exclusions

This coverage does not cover loss or damage directly or indirectly caused by or resulting from:

- Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents, or wet or dry rot;
- Damage sustained while the property is undergoing construction, alteration, repair or testing unless caused by a peril unrelated to the works and that is not otherwise excluded;
- Shortage of inventory or any unexplained loss or mysterious disappearance;
- Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than while on location and provided the production has taken reasonable steps to protect such property from the elements);
- Short circuit or other electrical injury, disturbance or failure unless fire ensues and then only for loss or damage caused by such fire;
- Damage to or destruction of property caused by or resulting from intentional acts of the production, or at the direction of the production.
- Damage, theft or destruction of single items with a value in excess of £25,000 unless previously notified to the Production Insurance Centre and cover has been agreed.
- Loss or damage due to war risks, civil commotion, riot, rebellion, revolution or other hostile environments or the seizure or confiscation of possessions.

Please refer to the policy wording for full details of the cover, conditions and exclusions applicable to this section.

Miscellaneous Technical Equipment Insurance

This section covers the cost of repair or replacement resulting from physical loss of or damage to owned or dry-hire camera, sound, lighting and miscellaneous equipment used during the course of the Production.

Cover will apply whilst the equipment is being used for filming or during post-production (for editing equipment). The Production should avoid leaving valuable items of equipment in unattended vehicles. In exceptional circumstances where this is unavoidable please contact the Production Insurance Centre for guidance.

Where a claim is to be made under this section the date and circumstance of loss must be accurately identified and any suspected thefts reported to the police.

Notes

It should be particularly noted that coverage does not extend to unexplained loss and/or shortage of inventory and/or mysterious disappearance.

Particular consideration must be given in respect of portable items, such as mobile phones and computers, as lack of adequate care or security may prejudice payment of a claim. If items should be damaged in transit, care should be taken to retain the original damaged packaging as evidence of damage. Prompt notification of such losses should also be given to the courier company and to the Production Insurance Centre.

A letter will be issued providing evidence of this coverage for the Production to show when required.

Deductible

£250 each and every loss

£500 each and every loss in relation to filming on boats and water damage.

Exclusions

This section does not cover against loss or damage directly or indirectly caused by or resulting from:

- Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, or wet or dry rot;
- Damage sustained while the property is undergoing construction, alteration, repair or testing unless caused by a peril unrelated to the works;
- Shortage of inventory or any unexplained loss or mysterious disappearance;
- Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than while on location and provided the Production has taken reasonable steps to protect such property from the elements);
- Short circuit or other electrical injury, disturbance or failure unless fire ensues and the only loss or damage is caused by such fire;
- Damage to or destruction of property caused by or resulting from intentional acts of the Production, or at the direction of the Production;
- Loss or damage whilst equipment is in storage between productions;
- Loss or damage due to war risks, civil commotion, riot, rebellion, revolution or other hostile environments or the seizure or confiscation of equipment.

Please refer to the policy wording for full details of the cover, conditions and exclusions applicable to this section.

Property of Others Insurance

This section covers the insured production's legal liability for damage to or loss of third-party property used for the Production and in the Production's care, custody or control that is not insured under any other section of the insurance.

In addition to coverage for damage to third-party property, this section will also;

- Cover defence for any suit against the Production alleging damages in relation to the third-party property, even if any of the allegations of the suit are groundless, false or fraudulent.
- Pay within the limit of liability and subject to the insurer's approval;
 1. all expenses incurred and all costs taxed against the Production in any such suit;
 2. premiums on appeal bonds required in such suit and premiums on bonds to release attachments, but without any obligation to apply for or furnish any such bonds; and
 3. all reasonable expenses other than loss of earnings, incurred by the Production at the Production Insurance Centre request.

Deductible

£250 each and every loss

Exclusions

This coverage does not apply to liability for:

- Injury to or destruction of property caused by or resulting from intentional acts of the Production, or at the direction of the Production;
- Injury or destruction of property caused by or resulting from the ownership, operation or use of motor vehicles (personal or commercial), aircraft, watercraft, or railroad cars or equipment, including physical damage to any of the foregoing;
- Injury to or destruction of property which could be covered under any other section such as negatives or videotapes, props, sets, or wardrobe, or any miscellaneous equipment, this exclusion also applies to archive material and library footage;
- Damage to or destruction of premises (including buildings), including loss of use, rented to or leased by the Production for any purpose other than location filming; this exclusion applies to premises and/or property used as living quarters for the insured's cast and crew;
- Loss or damage arising out of shortage of inventory, theft, unexplained loss, or mysterious disappearance;
- Loss of or injury to any animal;
- Damage to gardens or plant life;
- Liability for loss of, or damage to, film, tapes, or soundtracks

Production Office Contents Insurance

Cover can be provided for loss or damage to temporary production office contents only i.e. items purchased, hired or borrowed by the Production for use only by the Production.

It is recommended that cover is in effect as soon as the location of the Production has been established. Please also notify the production Insurance Centre of any additional production offices that may be used on location.

It will be necessary to advise the Production Insurance Centre of the overall 'replacement as new' values of the contents, if possible split between:-

- Technical Equipment (monitors, VCRs/computer/offline editing equipment etc.)
- Tenants' Improvements (Money expended on decoration, carpets, screening etc.)
- All other contents

Deductible

£100 each and every loss

Exclusions

This section does not cover against loss or damage directly or indirectly caused by or resulting from:

- Personal effects of production personnel.
- Insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, or wet or dry rot;
- Damage sustained while the property is being actually worked upon or loss or damage to any property undergoing construction, alterations, repair or testing, unless caused by a peril not otherwise excluded;
- Shortage of inventory or any unexplained loss or mysterious disappearance;
- Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than while on location and provided the production has taken reasonable steps to protect such property from the elements)
- Short circuit or other electrical injury, disturbance or failure unless fire ensues and the only loss or damage is caused by such fire;
- Loss or damage due to war risks, civil commotion, riot, rebellion, revolution or other hostile environments or the seizure or confiscation of equipment.
- Damage to or destruction of property caused by or resulting from intentional acts of the production, or at the direction of the production.

Please refer to the policy wording for full details of the cover, conditions and exclusions applicable to this section.

Money Insurance

This section is designed to provide cover for loss, destruction or theft of cash and other negotiable documents carried or held by the Production in respect of any Production declared. Precise limits of cover should be agreed in advance with The Production Insurance Centre.

The Production is responsible at all times to take adequate care of cash and ensure that cash carryings and storage is kept to an absolute minimum. When carrying of cash is unavoidable, cover will be conditional on the actual sum being divided between senior members of the Production. For precise details of these requirements please contact The Production Insurance Centre as far as possible in advance of cover being required.

Notes

Claims for loss of cash left unattended i.e. in a hotel room, motor vehicle, unlocked office etc. will not be paid. It is therefore important to use hotel/motel safes and deposit boxes at all times when appropriate.

Special terms may be necessary depending on the value at risk, location etc.

Suspected thefts must always be reported to the police or appropriate local authorities.

Additional Information Required

It will be necessary for the Production to disclose in advance the maximum limit likely to be at risk at any one time. The Production Insurance Centre should be advised of details of safes, strong boxes etc., together with estimated carryings during the course of the production. Consideration must be given to safe and sensible banking procedures and carrying of cash.

Deductible

£100 each and every loss

Exclusions

This section does not cover loss, damage or destruction;

- due to any fraudulent, dishonest or criminal act (other than safe burglary or robbery or attempt thereof) by an employee, director, trustee or any other authorised representative of the production, whether acting alone or in collusion with others;
- of records, accounts, microfilm or tapes;
- due to forgery;
- while money or securities are in the mail or in the custody of a carrier for hire other than an armoured motor vehicle company
- of money or securities whilst in the custody of any bank or similar recognised place of safe deposit, armoured motor vehicle company or any person who is duly authorised by the production to have custody of the money or securities, unless the loss is in excess of the amount recovered or received by the Production Company under;
 - the production's contract, if any, with or insurance carried by, any of the foregoing; or
 - any cover or indemnity in force which would cover the loss in whole or in part, and then this section shall cover only such excess
- of &/or to money, securities or other property as a result of unlawful detention or extortion payments (as distinguished from the proceeds of a robbery) surrendered to any person as a result of a threat to do (1) bodily harm to any person or (2) damage to the premises or other property owned by the production or held by the production in any capacity.
- caused by any employee if the production or any officer of the production (not in collusion with such employee) has knowledge of any fraudulent or dishonest act ever committed by the employee;
- caused by an employee upon whom coverage under any crime insurance in favour of the production or any predecessor in interest of the production) had been cancelled by specific written notice and not reinstated under the same or some superseding crime insurance.
- loss due to shortage disclosed on taking inventory or unexplained disappearance.
- loss due to book-keeping, accounting or billing errors or omissions
- loss due to the giving or surrendering of money or securities in any exchange or purchase

This is a summary only and does not list the full terms, conditions and exclusions applicable to this section. Please refer to the policy wording for full details.

UK Terrorism Cover

Part 1 - Cover for an Act(s) of Terrorism resulting in Property damage with respect to the following cover sections;

- Negative and Videotape,
- Props, Set and Wardrobe,
- Extra Expense,
- Miscellaneous Technical Equipment
- Production Office Contents
- Cash

Cover extends to indemnify you for your loss as a result of damage to or the destruction of Property (whether the Property of you or not) within Great Britain, caused by an Act(s) of Terrorism which is certified by the UK Government as such and which occurs during the Period of Insurance.

Part 2 - Cover for an Act(s) of Terrorism which do not result in or cause Property damage with respect to Extra Expense cover.

Cover extends to indemnify you for your loss as a result of or caused by an Act(s) of terrorism within Great Britain and a radius of 50 miles of the filming location and within 14 days of the start date of the filming, which is certified by the UK Government as such and which does not result in or cause damage to Property.

Part 3 - Cover for an Act(s) of Terrorism with respect to Cast Cover

Cover extends to indemnify you for your loss resulting from illness or injury to an individual insured under the cast coverage which is a sole and direct result of an act of terrorism within Great Britain, which is certified by the UK Government as such and which occurs during the Period of Insurance.

Exclusion to Part 1

The insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any Act(s) of Terrorism involving a nuclear or radioactive weapon or device or the emission, discharge, dispersal, release or escape of any chemical or biological agent.

Exclusion to Parts 2 and 3

The insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from;

- any Act(s) of Terrorism involving a nuclear or radioactive weapon or device or the emission, discharge, dispersal, release or escape of any chemical or biological agent
- any fear of a potential act of terrorism

Exclusion to Parts 1, 2 and 3

All other terms, conditions and exclusions applicable to the cover sections of the insurance provided.

The insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from Cyber Terrorism.

Employers' Liability Insurance

Employers' Liability (EL) insurance enables the Production to meet its legal liability to pay compensation for your UK employees' injuries or illness that have been caused by the Production's negligence. It will also cover the legal costs necessary in defending a claim. This section meets your legal requirement for Employers' Liability insurance.

This cover will apply only whilst working directly on the BBC Production and will start from the date of the production being commissioned by the BBC until delivery, subject to a maximum period of 18 months. **This insurance will not cover liability to pay compensation to the cast and crew if they are injured whilst working on another production.**

When you take out this insurance the Production Insurance Centre will forward you a certificate of employers' liability compulsory insurance.

It is a legal requirement you must allow the employees access to the EL certificate. This can be by a variety of methods, for example you can display it as:

- as a paper copy, e.g. as a photocopy pinned to a notice board
- electronically, e.g. as a page on your intranet or as a document in a shared folder on your network
- emailed to all employees

You also need to make these certificates available to health and safety inspectors on request. If you do not display your EL compulsory insurance certificate or refuse to make it available to HSE inspectors when they ask, you can be fined.

Please note that, in many overseas countries, additional local insurance may need to be arranged where residents of that country are being employed by the production, e.g. workers compensation insurance in USA or Australia.

Exclusions

This section does not cover against loss or damage directly or indirectly caused by or resulting from:

- Injuries and illness relating to motor accidents that occur while your employees are working for you

This is a summary only and does not list the full terms, conditions and exclusions applicable to this section. Please refer to the policy wording for full details.

Public & Products Liability Insurance

This section covers you for the potential legal liability to compensate third parties that experience personal injury or property damage, in the event the Production is found to be negligent.

Cover applies anywhere in the world; however, additional insurance arrangements may be necessary in respect of activities in USA, Canada or certain other specific territories. It will therefore be necessary for the Production Insurance Centre to be notified in advance of such activities to enable any additional insurance needs to be assessed and provided for.

Appropriately worded contracts, terms of trade or letters of agreement should be issued and checked by your legal representative or Production Insurance Centre where appropriate

Exclusions

This section does not cover against liability, loss or damage directly or indirectly caused by or resulting from:

- injury or damage caused by or resulting from intentional acts of the Production, or at the direction of the Production;
- damages, loss, cost or expense arising out of any aircraft, spacecraft, aerial or aerospace device or missile, or any related product;
- damages, loss, cost or expense arising out of any rendering of or failure to render any professional service or advice for a fee, or in circumstances where a fee would normally be charged;
- damages, loss, cost or expense arising out of any Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care;
- damage to Property in the Insured's Care, Custody or Control (except leased or rented premises or personal effects)
- damages, loss cost or expense arising out of the navigational control of marine vessels or craft. This exclusion does not apply to non-powered watercraft, vessels not exceeding 20 metres in length or barges not exceeding 75 tons capacity;
- damages, loss, cost or expense arising out of any ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto whilst being used in circumstances which require compulsory insurance or equivalent security to comply with the requirements of any legislation applicable to the use of such vehicle, including road traffic legislation
- damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened assertion, infringement or violation by any person or organisation of any intellectual property law or right

This is a summary only and does not list the full terms, conditions and exclusions applicable to this section. Please refer to the policy wording for full details.

Motor Insurance – Unit Vehicles

There is no cover under the scheme for Unit vehicles.

Motor Insurance – Action Vehicles

We can cover vehicles driven 'in vision' and approve the drivers subject to the information being received and approved prior the vehicle being used.

The cover provided is for in vision use and travelling to and from the filming location only. The cover provided is for use whilst in the UK & for UK registered vehicles taken to European destinations. When hiring vehicles abroad, please ensure that you arrange insurance with the hire company at the time of hire.

Notes

Any company engaged to provide vehicles and/or drivers, whether in vision or otherwise, is required to hold appropriate liability insurance for when its personnel are driving vehicles. The personnel of that company cannot be covered under the BBC's insurance arrangements except where the personnel are individually directly contracted by the production for specific 'in vision' driving tasks.

Information Required

Please supply the Production Insurance Centre with;

- details of the vehicle (i.e. make, model, registration)
- dates of hire
- a completed Driver Declaration form for the drivers.

Exclusions

- Cover cannot be extended for general production travel purposes or for use of the vehicle by the production team members in their own time.
- We cannot provide cover for vehicles that are owned by production staff, except where the vehicle is driven in vision by an authorised driver other than the owner.
- Cover is not provided in respect of theft of or damage to any personal items belonging to members of the production team whilst in the vehicle.
- There is no cover for 'Social domestic and pleasure' use of vehicles.

If you have any queries regarding the above, please contact the PIC team on 0117 3600360.

Foreign Unit Travel Insurance (FUTI)

This Applies to Independent productions only as BBC 'In-House' has separate internal arrangements (published on BBC Insurance Department's intranet site).

This insurance provides coverage for cast and crew:

- anywhere in the world outside the United Kingdom; or
- whilst engaged in work of a hazardous or dangerous nature. Cover would be provided anywhere in the world, including the United Kingdom (**only if specifically declared to and agreed by the Production Insurance Centre prior to the undertaking the activity**). Please see the Contingent Personal Accident Insurance (UK only) section on page 35 of this guide for further information in respect of United Kingdom cover.

Operative Time of Cover

24 hour cover effective from the date each Insured Person departs from the United Kingdom until his/her return to the United Kingdom.

Additional Information Required

The Production will be required to provide a Travel Declaration Form. **The cover is subject to the satisfactory completion of the form.** Dependent upon the information disclosed, the standard terms and conditions could be varied in individual cases.

Summary of Benefits

Please note that the following pages are a summary only and are not intended to be a full and complete list of the cover, conditions and exclusions applicable to this insurance.

For full details of the limits applicable please refer to your policy schedule.

This cover is subject to Insurer's normal policy terms, conditions and exceptions and full details of such cover are available on request. Please contact the Production Insurance Centre for full details.

Personal Accident

This provides financial protection as a result of accidental bodily injury whilst overseas or performing hazardous work which results in Death or Disablement.

Notes

- In respect of Insured Persons between 5 and 15 years of age Permanent Total Disablement shall be restricted to incidents that restrict from gainful employment of any and every kind.

Exclusions

- There is no cover for persons under 5 or over 72 unless specifically agreed by the Insurers.
- The Policy does not cover bodily injury sustained whilst the Insured Person is engaged in parachuting, hang-gliding, air travel as a pilot or member of the crew, racing on horseback or on wheels, mountaineering necessitating the use of ropes or guides, whilst the Insured Person is committing or attempting suicide, pregnancy, use of non-prescribed drugs, any pre-existing physical defects or infirmities or injury sustained in a war zone.
- Certain sections of the Policy do not apply in respect of stunt performers or stunt arrangers whilst engaged in or practicing or rehearsing for or taking part in training peculiar to the performance of any stunt.

Personal Accident – Hazardous Acts

Cover will be provided as detailed in the “Personal Accident” section subject to prior declaration and acceptance by Insurers for acts undertaken which are deemed to be hazardous.

Medical and Emergency Travel Expenses

Unlimited medical expenses and emergency travel expenses necessarily incurred as the direct result of the Insured Person falling ill or sustaining Bodily Injury during the Overseas Journey.

Notes

- It is a warranty that at the time of commencing the journey the Insured Person is in good health and does not suffer from any recurring disease
- **Please also refer to the [Travel Assistance](#) section within the Claims reporting procedures for further details.**

Exclusions

- dental and optical expenses are not covered unless incurred in an emergency.
- pregnancy or childbirth expenses are excluded if they are incurred within 2 months of the expected date of confinement and only emergency expenses are covered if they are incurred more than 2 months before the expected date of confinement.
- travelling against medical advice or for the purpose of obtaining treatment abroad is excluded.
- any person under 5 or over 72 years of age is not covered unless specifically agreed by the Insurers.
- the policy does not cover bodily injury sustained whilst the Insured Person is engaged in parachuting, hang-gliding, air travel as a pilot or member of the crew, racing on horseback, mountaineering, whilst the Insured person is committing or attempting suicide, pregnancy, the use of non-prescribed drugs, any pre-existing physical defects or infirmities or injury sustained in a war zone.
- The policy does not apply in respect of stunt performers or stunt arrangers whilst engaged in or practicing or rehearsing for or taking part in training peculiar to the performance of any stunt unless otherwise agreed.

Personal Baggage (including Tools of Trade), Personal Money and Credit Cards

This covers the cast and crew for loss of or damage to Personal Baggage, Tools of Trade or Personal Money (including up to £1,000 towards the purchase of emergency clothing and toiletries if baggage is delayed for 4 hours or more).

Notes

- Confirmation of cover is required from the Production Insurance Centre for single articles of Personal Baggage or Tools of Trade with an individual value in excess of £1,000. These items require referral to the Production Insurance Centre in advance of travel.
- Claims for Tools of the Trade with a value over £1,000 are subject to an excess equal to 10% of the value.

Exclusions

- Loss of Money more than 120 hours preceding or subsequent to the completion of an Overseas Journey
- Any consequential loss other than following fraudulent use of a Credit Card

Cancellation Curtailment (including Replacement and Rearrangement) and Change of Itinerary

Provides indemnity for deposits, advance payments, travel and accommodation charges forfeit under contract due to unavoidable cancellations or changes to the Productions itinerary.

Exclusions

- Disinclination to travel
- Redundancy
- Financial failure or omission or neglect of any provider of transport or accommodation or their agent
- The Insured Person travelling against medical advice

Travel Delay

If the departure (both original and subsequent) of the vehicle on which the Insured Person is booked to travel on an Overseas Journey is delayed as a direct result of any cause outside the Insured Person's control the insurance will compensate the Insured for the inconvenience caused

Exclusions

- Delay due to strike or industrial action which existed or of which advance notice was given at the time of the booking
- Delay due to withdrawal from service temporarily or permanently of any means of transport on the order of the Port of Authority or Civil Aviation Authority or similar body in any country
- If the Insured Person has received compensation from the airline concerned in the overbooking of seats

Hijack, Kidnap & Detention

If in the course of an Overseas Journey the Insured Person is hijacked, kidnapped or illegally detained in the country the insurer will pay a basic benefit in respect of each Insured Person of;

- £300 for each day or part of a day during which the Insured Person is detained by the hijackers or kidnappers or is illegally detained
- the additional cost of travel and accommodation necessarily incurred as a direct result of the Insured Person being hijacked kidnapped or illegally detained

Notes

The limited Hijack, Kidnap and Detention cover under your FUTl policy should NOT be considered to be as substitute or replacement for an actual Hijack, Kidnap & Detention policy if such cover is required due to travel to hostile/dangerous territories.

Contingent Personal Accident Insurance (UK only)

This policy is designed to provide contingent Personal Accident benefits as defined in the relevant UK Union agreements if injury or death occurs and is subsequently regarded as being hazardous or dangerous work as defined by the relevant Union.

Despite this cover it is still necessary for the Production to advise prior to any activity taking place or any hazardous or dangerous work so that separate Personal Accident cover can be affected for the benefits set out in the relevant Union agreements.

Animal Insurance

The Production Insurance Centre scheme does not include this cover as standard. Unless the Production has made other arrangements it is not insured for animals under the scheme.

This cover can be arranged upon request. We would normally expect the Production to only be responsible for the sickness, death, injury to the animal (and any resulting veterinary fees) caused by the Production's negligence. Where the terms of the proposed agreement with the owner/supplier differ, additional and more detailed information will be necessary to arrange the required insurance.

Notes

Owners/handlers of some categories of wild animals are required by law to hold a certificate of liability insurance and this may need to be checked.

Additional Information Required

In all cases, the Production Insurance Centre should be provided with the following information to enable cover to be considered:

- Details of any valuable or rare or wild animals to be used, where, when and for what purpose
- The name of the supplier
- How the animals are to be transported (if relevant) and whether transportation is the responsibility of the production or the owner/supplier. Normally, we would expect the owner/supplier to be responsible whilst he is having the animals transported to or collected from the production's charge.
- In some circumstances, a veterinary certificate or declaration of health and details of the animal's transported to or collected from the production's charge.

Insurance of Hired In Plant Equipment

You will be required to provide details to the Production Insurance Centre of any proposed use of this type of plant (e.g. mobile cranes, hoists and the like).

Owners of such plant normally prefer to operate under their own trade conditions of hire. There are several different standard conditions but wherever possible please look to hire under your own terms and conditions and not under the supplier's trade conditions or Construction Plant-Hire Association (CPA) conditions. Other conditions (including CPA) can include terms which are onerous and place additional insurance responsibilities and uninsured potential liabilities upon the hirer. Whenever possible, acceptance of non production terms and conditions should be avoided.

Notes

Many items of plant are required by law to hold a current engineering inspection certificate. It is good practice to request a copy of this from the hire company. In some circumstances a copy of this may be required in the event of a claim.

Filming Involving the Use of Marine Vessels

The Public Liability insurance cover described previously in this guide does provide cover for the Production's liabilities arising out of filming with, from or travelling in marine vessels. However, it does not provide cover for incidents related to the control of or use of the vessel.

Where the vessel is being contracted complete with the operational services of a skipper and/or crew, insurance cover is not provided here for what is termed "Marine Insurance". That remains the responsibility of the vessels owner or operator. It is therefore essential to ensure that the owner/operator holds adequate insurance for the hull of their boat (including associated equipment) and operational liabilities for the crew, third parties and passengers (including the Production's personnel).

As an additional protection to the production it is preferable, wherever possible, to have the BBC or the Production company named under the operator's policy as an additional insured and what is termed a "waiver of subrogation rights" agreed by his insurers.

The limit of liability cover required will be determined by the use of the vessel and the number of passengers to be carried, but in any event it should not normally be less than £5,000,000.

Where any vessel will be in the operational charge of the Production it is essential to establish that the vessel supplier's insurance will continue to apply during the Production's use of the vessel. If this is not the case, additional insurance may be required and this can be arranged at the expense of the production.

Additional Information Required

In all circumstances, the Production Insurance Centre will need to be provided with the following:

- Details of all marine vessels to be used, where, when and for what purpose
- The name of the supplier/owner of each vessel
- Who will be in operational control of the vessel
- The maximum number of passengers to be on board any one vessel
- If the marine insurance is to be the responsibility of the production
 - The value of the hull
 - Also, in some circumstance, full details of the vessel, i.e. name, registration number, length, engine capacity etc.
 - A copy of any paperwork proffered for signature by the vessel owner/supplier.

This information will enable the adequacy of the existing insurance arrangements to be checked and any additional arrangements made as necessary. **Please note that any additional premium incurred will be an expense to the Production.**

Filming Involving the Use of Aircraft

The Public Liability Insurance cover described previously in this guide provides cover for the Production's legal liabilities for filming from, with or travelling in any aircraft (e.g. helicopters, light aircraft, microlights, hot air balloons, gliders and the like), also whilst filming at airports, including whilst airside except for use of motor vehicle airside. It does not provide what is termed Aviation Insurance. This remains the responsibility of the aircraft operator.

It is essential to ensure that the operator holds adequate insurance for the hull of his aircraft (including all associated equipment), his liabilities to his aircraft crew, third parties and passengers (including Production personnel).

The required limit to be held by the operator will necessarily vary according to the circumstances but should not normally be less than £5,000,000 in respect of third party liability and £500,000 limit per passenger on the flight for passenger liability coverage.

The Production must also arrange to have:

- **the BBC or independent producer (as applicable) named under the operator's policy as an additional insured;**
- **a "waiver of subrogation rights" agreed by the operator's Insurers.**

When this is not possible the Production should notify the Production Insurance Centre without delay.

The BBC holds a list of UK aircraft operators that have been approved safety-wise, many of whom have agreed to comply with these additional insurance requirements. Therefore, you may wish to select one of these operators.

Additional Information Required

In all circumstances the Production Insurance Centre will need to be provided with:

- Details of all aircraft to be used
- The name of the supplier/operator of each aircraft
- Description of aircraft use
- Dates of use
- The maximum number of production personnel to be on board the aircraft at any one time
- The type of camera mount (if applicable) being used
- A copy of any paperwork proffered for signature by the aircraft operator/supplier
- Filming airside – Full activities, (will motor vehicles be taken airside and if so, please provide full details including how close they will be taken to aircraft), name of airport, private or commercial?

This information will enable the adequacy of the existing insurance cover to be checked and any additional insurance arranged as necessary. **Please note that any additional premiums incurred will be expense to the Production.**

Errors and Omissions Insurance

This Applies to Independent productions only as BBC 'In-House' has separate internal arrangements (published on BBC Insurance Department's intranet site).

You are required to arrange and maintain insurance against all risks normally insured against in accordance with the customary practice of prudent film and television producers which includes the arrangement of Errors and Omissions insurance (E&O).

You should note that the commissioning agreement contains an indemnity in favour of the BBC, including for your errors and omissions, and so Independent Producers using the BBC production insurance scheme may decide to purchase cover for the BBC broadcast of their production. If you are in any doubt about the requirement for E & O Insurance, please speak to the BBC Commissioning ~~Department~~.

The BBC Production Insurance Centre offers a discounted E&O insurance facility for BBC commissioned productions. Please feel free to contact the BBC Production Insurance Centre for any advice regarding the arrangement of E&O insurance on 0117 3600361.

Additional Specialist Insurance

- Weather Insurance
- Political Risk Coverage (i.e. Confiscation and Detention)
- Kidnap and Ransom

Although these types of insurance are available, it is BBC policy only to consider such cover in exceptional circumstances where a high financial risk is involved. If you consider any of these or other types of insurance to be necessary for your production, please explain the circumstances to the Production Insurance Centre. Approval from your BBC Commissioning Department may be necessary before we can arrange such cover.