

TV & Film Liability Policy

Version: 10.03.2023 V6

This is an **IMPORTANT** document which the **Insured** should carefully read and if any part of this **Policy** is incorrect please return it to the broker who arranged the insurance for amendment.

This **Policy** is a legal contract any facts or changes which affect this insurance that have occurred since the **Policy** started or since the last renewal date must be notified to the **Insured's** Insurance Adviser. The **Insured** is advised to keep a written record (including copies of letters and other correspondence) of any information given to the Insurance Adviser when effecting or renewing this **Policy**.

Allianz Global Corporate & Specialty SE (herein called the Company) and the Named Insured (as named in the Schedule) agree:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company.



Ian Mercer
Head of Entertainment Lines UK

Signed for and on behalf
of the Company

Allianz Global Corporate & Specialty SE, Koeniginstrasse 28, 80802 Munich, Germany
Registration number at the HRB (commercial register of companies): Munich HRB 208312 Supervisory authority:
German Federal Financial Supervisory Authority

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General Definitions Applying to this Policy

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Additional definitions are stated in the Section Wordings.

Additional Insureds means

- a. any Principal for whom the Insured is carrying out work, productions and/or services insured under this Policy and which are under contract or agreement against liability arising out of the performance of such work by the Named Insured and in respect of which the Named Insured is legally liable and would have been entitled to indemnity under this Policy if the Claim had been made against the Named Insured but only to the extent required by the terms and conditions of such contract.
- b. if the Named Insured so requests any partner director or Employee of the Named Insured against liability incurred in such capacity and in respect of which the Named Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Named Insured as though each partner director or Employee was individually named as the Insured in this Policy and provided that no indemnity will be provided to any medical or dental practitioner while working in a professional capacity as such a practitioner
- c. if the Named Insured so requests any officer or committee member or other member of the Named Insured's canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
- d. the personal representatives of any party constituting the Named Insured or any Additional Insured against legal liability in respect of which such party would have been indemnified under this Policy
- e. if the Named Insured so requests, any third party but only in respect of claims directly and solely caused by actions of the Named Insured and only in respect of work, productions and/or services insured under this Policy which are under contract or agreement against liability arising out of the performance of such work by the Named Insured and in respect of which the Named Insured is legally liable and would have been entitled to indemnity under this Policy if the Claim had been made against the Named Insured but only to the extent required by the terms and conditions of such contract.

Claim(s) means

a written demand to the Named Insured by a person or organisation for compensation damages money or services in respect of any matter which may be the subject of indemnity under this Policy and shall include the notification to the Named Insured in writing of any circumstance which may be the subject of indemnity under this Policy.

Electronic Data means

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and such facts concepts and information shall include programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee means

- a. any person under a contract of service or apprenticeship with the Named Insured
- b. any of the following persons whilst working for the Named Insured in connection with the Business
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person
 - iii. any person who is borrowed by or hired to the Named Insured including persons on secondment from overseas countries
 - iv. any trainee or person undergoing work experience
 - v. prospective employees being assessed by the Named Insured as to their suitability for employment
 - vi. any voluntary helper.

Insured means

the Named Insured as stated in the Policy Schedule and the Additional Insureds

Maximum Aggregate Contribution means

the maximum amount to be borne by the Insured during any Period of Insurance in respect of those Excesses to which it is specified in the Policy Schedule that the Maximum Aggregate Contribution for the relevant Section applies.

North America means

the United States of America its territories and possessions Puerto Rico and Canada

Occurrence means

any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Offshore Installation means

- a. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. any pipe or system of pipes in or under the sea or tidal waters
- d. any wind energy installation in the sea or tidal waters
- e. any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on at or from the locations specified in Definition a. b. c. or d. above

Offshore Operations means

- a. the ownership or operation of
- b. travel (from the time of embarkation onto any vessel or aircraft for conveyance to an Offshore Installation until disembarkation onto land upon return from such Offshore Installation) to or from
- c. work or attendance on

any Offshore Installation.

Pollution and Contamination means

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b. any Occurrence directly or indirectly caused by or arising out of such pollution or contamination.

Principal means

any party (other than a director partner or Employee of the Named Insured) with whom the Named Insured has entered into a contract in the course of the Business

Products means

any goods or other property (including containers, packaging, instructions for use and labels) sold supplied manufactured constructed processed delivered installed erected repaired altered handled stored transported treated or tested by the Named Insured in connection with the Business and not in the Insured's charge or control.

Property Damage means

physical loss or physical destruction of or physical damage to material property other than Electronic Data

Employers Liability Section

Definitions Applicable only to this Employers Liability Section

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only. Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

Business means

- a. that which is specified in the Policy Schedule and shall include:
- b. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of Employees
- c. the provision of fire first aid medical ambulance and security services
- d. private work carried out by an Employee for a director or partner or Employee of the Named Insured
- e. the ownership maintenance repair and occupation of premises or facilities
- f. attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- g. provision of sponsorship
- h. repair or servicing of motor vehicles.

Injury means

bodily injury death disease illness and/or medically recognised psychiatric injury.

Insured's Contribution means

the first part of all compensation and claimants costs and expenses payable in respect of any one Claim or series of Claims arising out of one Occurrence, not exceeding the Maximum Aggregate Contribution specified in the Policy Schedule.

Provided that all claims made by any one Employee arising out of any one Gradually Operating Cause shall be considered one Occurrence notwithstanding that all such Claims may have been caused during more than one Period of Insurance.

The amount that applies to any such Occurrence shall be the greatest amount that applied in respect of any Period of Insurance being part of the Time On Risk.

For the purposes of this Definition:

- a. Gradually Operating Cause means any occupational disease or physical impairment which does not arise out of a sudden identifiable Occurrence
- b. Time On Risk means the total length of time of all Periods of Insurance during which a claim arising out of any one Gradually Operating Cause was caused and for which the Company indemnified the Insured in respect of Employers Liability

If a Maximum Aggregate Contribution applies to this Section as specified in the Policy Schedule, the amount will be divided between the Maximum Aggregate Contributions for each Period of Insurance in proportion to the amount of the Time On Risk made up by each Period of Insurance.

Other Costs and Expenses means

reasonable costs and expenses incurred by the Company or with its written consent

- a. in connection with the defence of any Claim
- b. for representation of the Insured at any coroner's inquest or fatal accident inquiry in respect of death which may be the subject of indemnity under this Policy.

Territorial Limits means

- a. The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man
- b. elsewhere in the world in respect of Injury sustained by any Employee
 - i. normally resident within the territories specified in a.; or
 - ii. not normally resident in the territories specified in a. but employed by a Named Insured domiciled in such territories under a Contract of employment governed by United Kingdom law whilst such Employee is temporarily working in connection with the Business;

and caused whilst temporarily employed outside these territories provided that

- i. any action for compensation in respect of such Injury is brought in a court of law within The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands, the Isle of Man or any other member country of the European Union
- ii. this Policy does not cover any liability in respect of any amount payable under any workmen's compensation scheme or health insurance legislation except for any compensation recovery payments that may be required in The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands

Terrorism means

- a. an act, or acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes

including the intention to influence any government and/or to put the public, or any section of the public, in fear

- b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.

Covers Provided by this Employers Liability Section

Employers' Liability

The Company will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

Other Costs and Expenses

In addition the Company will pay Other Costs and Expenses.

Limit of Indemnity Applying to this Employers Liability Section

The Company's Liability

The Company's liability for all compensation and claimants costs and expenses (including interest thereon) and Other Costs and Expenses in respect of

- a. any one Claim or series of Claims arising out of one Occurrence
- b. any one Claim or series of Claims arising out of one Occurrence caused by or arising from Terrorism

shall not exceed the Limit of Indemnity shown in the Policy Schedule.

Aggregation of Limits

The Company's liability to the Insured and all other parties indemnified shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

Extensions and Memoranda

The Company's Liability (as stated above) shall include any amount payable under any Extension or Memorandum

Extensions Applying to this Employers Liability Section

Court Attendance Payment

If during the Period of Insurance any partner, director or Employee of the Named Insured is required to attend court as a witness at the request of the Company in connection with a Claim which is the subject of indemnity under this Section the Company will pay compensation to the Named Insured on the following scale for each day that attendance is required:

- | | | |
|----|-------------------------|-------|
| a. | any director or partner | € 500 |
| b. | any Employee | € 250 |

Indemnities to Additional Insureds

the Company will indemnify any Additional Insureds provided that

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply
- b. the Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule
- c. such Additional Insureds are not entitled to indemnity under any other policy for any Claim in respect of which indemnity may be provided under this Policy,
- d. such Additional Insureds are not entitled to indemnity under this Policy in respect of claims arising out of actions of work, productions and/or services which are not insured under this Policy,
- e. such Additional Insureds are not entitled to indemnity under this Policy in respect of claims arising out of their own actions

Legal Defence Costs

The Company will indemnify the Named Insured and if the Named Insured so requests any partner director or Employee of the Named Insured in the terms of this Extension in respect of

- a. reasonable costs and expenses incurred with the Company's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of

- i. any breach of any statutory duty resulting in Injury
- ii. any offence under the provisions of
 - a. any common or statute law for manslaughter
 - b. the Health and Safety at Work etc. Act 1989

committed or alleged to have been committed during the Period of Insurance in connection with the Business.
Provided that

- i. the proceedings relate to the health safety or welfare of any Employee
- ii. the Company shall not be liable for costs and expenses arising in connection with proceedings in which the Company has no interest of its own, or no longer has any interest of its own, under some other part of this Policy, other than this Extension. For the purpose of this Proviso only, interest means a direct or indirect financial interest in the outcome of the proceedings to which the interest relates
- iii. the Company shall have the absolute conduct and control of all the said proceedings and appeals
- iv. all costs and expenses payable under this Extension shall be subject to the Limit of Indemnity under this Section as shown in the Policy Schedule. In respect of this Extension the Limit of Indemnity shall be inclusive of all such amounts
- v. this Section shall not apply to
 - a. fines or penalties of any kind
 - b. costs or expenses insured by any other policy
 - c. proceedings brought in any country other than The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man
 - d. compensation ordered or awarded by a court of criminal jurisdiction
 - e. proceedings consequent upon any deliberate act or omission by
 - i) the Insured
 - ii) any partner or director of the Insured
 - iii) any Employee with any specific responsibility for compliance with the legislation or law specified in this Extension
 - iv) which could reasonably have been expected to constitute a breach of or an offence under the legislation or law specified in this Extension

Unsatisfied Court Judgements

Should a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Named Insured in connection with the Business and caused within the Territorial Limits of this Section during the Period of Insurance

- a) be obtained by such Employee in any court situate within, The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands, the Isle of Man or any other member country of the European Union against any person or corporate body domiciled or operating from premises within such territories and
- b) remain wholly or partly unsatisfied six months after the date of such judgement

the Company will if the Named Insured so requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the Employee shall have assigned the judgement to the Company.

Exclusions Applying to this Employers Liability Section

Communicable Disease

This Section does not cover any liability caused by, or contributed to by or directly or indirectly arising from any legal liability directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease

For the purposes of this exclusion:

Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

Offshore Operations

This Section does not cover any liability in respect of Offshore Operations

Radioactive Contamination

This Section does not cover liability in respect of

- a. any legal liability of whatsoever nature
- b. any Injury

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof

but this Exclusion shall apply only in respect of:

- a. liability of any Principal
- b. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

Vehicles

This Section does not cover liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

Conditions Applying to this Employers Liability Section

Additional conditions are stated elsewhere in General Conditions To This Policy.

Certificate of Employers' Liability

If this Policy is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

Insured's Contribution

If this Policy is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and to prevent or cease any activity which may give rise to a liability and any Injury and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

Public & Products Liability Section

Definitions Applicable only to this Public & Products Liability Section

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

Business means

that which is specified in the Policy Schedule in respect of operations of the Named Insured conducted at or from premises in territories advised to the Company and shall include:

- i. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of Employees
- ii. the provision of fire first aid medical ambulance and security services
- iii. private work carried out by an Employee for a director or partner or Employee of the Named Insured
- iv. the ownership maintenance repair and occupation of premises or facilities
- v. attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- vi. provision of sponsorship
- vii. repair or servicing of motor vehicles.

Excess means

the first part of all

- a. compensation and claimant costs and expenses
- b. Other Costs and Expenses
- c. Legal Defence Costs
- d. Court Attendance Compensation

payable in respect of each and every Occurrence to be borne by the Insured before the Company shall be liable to make any payment.

Fungi means

any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by products produced or released by fungi.

Other Costs and Expenses means

reasonable costs and expenses incurred by the Company or with its written consent

- a. in connection with the defence of any Claim
- b. for representation of the Insured at any coroner's inquest or fatal accident inquiry in respect of death which may be the subject of indemnity under this Policy.

Personal Injury means

- a. bodily injury death disease illness and/or medically recognised psychiatric injury
- b. invasion of the right of privacy wrongful arrest false imprisonment wrongful eviction or malicious prosecution

Silica means

silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

Silica-related Dust means

a mixture or combination of Silica and other dust or particles.

Territorial Limits means

anywhere in the world.

Terrorism means

- a. an act, or acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
- b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.

Covers Provided by this Public & Products Liability Section

Public and Products Liability

The Company will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental

- a. Personal Injury
- b. Property Damage
- c. nuisance trespass to land or interference with any easement right of air light water or way

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

Other Costs and Expenses

In addition the Company will pay Other Costs and Expenses.

Limits of Indemnity Applying to this Public & Products Liability Section

The Company's Liability

The Company's liability for all compensation payable in respect of

- a. any one Occurrence
- b. all Personal Injury and Property Damage occurring during any one Period of Insurance and caused by or arising from Products
- c. all Pollution and Contamination which is deemed to have occurred in any one Period of Insurance

shall not exceed the Limit of Indemnity shown in the Policy Schedule.

North American Costs

In respect of all

- a. claims made against the Insured in North America
- b. suits brought against the Insured before any court arbitrator or tribunal in North America

the Limit of Indemnity shall be inclusive of the amount of all compensation claimants costs and expenses and Other Costs and Expenses

Aggregation of Limits

The Company's liability to the Insured shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

Extensions and Memoranda

The Company's liability (as stated above) shall include any amount payable under any Extension or Memorandum

Extensions Applying to this Public & Products Liability Section

Court Attendance Payment

If during the Period of Insurance any partner director or Employee of the Named Insured is required to attend court as a witness at the request of the Company in connection with a Claim which is the subject of indemnity under this Section the Company will pay the following amount to the Named Insured for each day that attendance is required:

- a. any director or partner € 500
- b. any Employee € 250

Data Protection

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured against all sums which the Named Insured or any partner director or Employee of the Named Insured become(s) legally liable to pay as compensation for damage or distress resulting from failure of the Named Insured to comply with data protection legislation, caused in connection with the Business and in respect of which a Claim is first made against the Named Insured and notified to the Company during the Period of Insurance.

Provided that:

- i. the Named Insured is a registered user in accordance with the terms of such legislation
- ii. the Named Insured is not in business as a data processing bureau
- iii. the claimant
 - a. is the subject of personal data held by the Named Insured
 - b. suffers damage or distress caused by inaccuracy loss unauthorised destruction or disclosure of or access to the data.

The Company's liability for all compensation claimants' costs and expenses and Other Costs and Expenses under this Extension in respect of all claims occurring during any one Period of Insurance shall not exceed €50,000.

The Company will not pay for

- a. any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b. any damage or distress caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data

- d. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. compensation ordered or awarded by a court of criminal jurisdiction
- f. liability arising outside The Republic of Ireland, Northern Ireland, Great Britain The Isle of Man and the Channel Islands
- g. liability for damage or distress sustained by any Employee
- h. loss relating to unencrypted data away from the Named Insured's premises
- i. defamation
- j. liability arising from any Claim, failure or breach
 - A. notified to any prior insurance policy
 - B. of which the Insured was aware prior to the Period of Insurance

Indemnities to Additional Insureds

the Company will indemnify any Additional Insureds provided that

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply
- b. the Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule
- c. such Additional Insureds are not entitled to indemnity under any other policy for any Claim in respect of which indemnity may be provided under this Policy
- d. such Additional Insureds are not entitled to indemnity under this Policy in respect of claims arising out of actions of work, productions and/or services which are not insured under this Policy,
- e. such Additional Insureds are not entitled to indemnity under this Policy in respect of claims arising out of their own actions.

Joint Insured - cross liabilities

If more than one party is named as the Insured this Policy shall apply as though each was insured separately, provided that the Company's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity shown in the Policy Schedule.

Legal Defence Costs

The Company will indemnify the Named Insured and if the Named Insured so requests any partner director or Employee of the Named Insured in the terms of this Extension in respect of

- a. reasonable costs and expenses incurred with the Company's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of

- i. any breach of any statutory duty resulting in Personal Injury or Property Damage
- ii. any offence under the provisions of
 - a. the Health and Safety at Work etc. Act 1989 and associated regulations and any amending and / or subsequent legislation.

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i. the Company shall not be liable for costs and expenses arising in connection with proceedings which relate solely to the health safety welfare or death of any Employee
- ii. the Company shall not be liable for costs and expenses arising in connection with proceedings in which the Company has no interest of its own, or no longer has any interest of its own, under some other part of this Policy, other than this Extension. For the purpose of this Proviso only, interest means a direct or indirect financial interest in the outcome of the proceedings to which the interest relates
- iii. the Company shall be entitled (but not required) to assume the absolute conduct and control of all the said proceedings and appeals
- iv. all costs and expenses payable under this Extension shall be subject to the Limit of Indemnity under this Section as shown in the Policy Schedule. In respect of this Extension the Limit of Indemnity shall be inclusive of all such amounts

this Section shall not apply to

- a. costs or expenses insured by any other policy
- b. costs of investigation or enquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this Extension applies
- c. proceedings brought in any country other than The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man
- d. compensation ordered or awarded by a court of criminal jurisdiction
- e. proceedings consequent upon any deliberate act or omission by
 - i. the Insured
 - ii. any partner or director of the Insured
 - iii. any Employee with any specific responsibility for compliance with the legislation or law specified in this Extension

which could reasonably have been expected to constitute a breach of or an offence under the legislation or law specified in this Extension

Motor Contingent Liability

The Company will indemnify the Named Insured in respect of liability for Personal Injury or Property Damage occurring during the Period of Insurance and arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Named Insured but this Section shall not apply to any such liability

- a. excluded under the Vehicles and Craft Exclusion, paragraph a.i.
- b. in respect of loss of or damage to the said vehicle
- c. arising out of any such use in any country outside the European Union
- d. incurred by any party other than the Named Insured (and Extension Indemnities to Additional Insureds shall not include such cover).

For the purpose of this Extension Exclusion Injury to Employees shall not apply

Overseas Personal Cover

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of

- a. any partner director or Employee of the Named Insured
- b. any spouse or child accompanying such partner director or Employee of the Named Insured

normally resident in, but in the course of any journey or temporary visit outside, The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man made in connection with the Business.

Exclusions Applying to this Public & Products Liability Section

Advice and Design

This Section does not cover legal liability consequent upon advice design specification inspection certification or testing provided or performed for a fee or in circumstances where a fee would usually be charged by or on behalf of the Insured and not connected with Products

Asbestos

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability

Provided that

- a. in respect of liability for Property Damage, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- b. in respect of liability for Personal Injury, only that part of any such Injury which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

proviso a. and b. shall not apply to, and no indemnity shall be provided for, any claim made or suit brought against the Insured before any court arbitrator or tribunal in North America resulting from asbestos in any form

Communicable Disease

This Section does not cover any liability caused by, or contributed to by or directly or indirectly arising from any legal liability directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease

For the purposes of this exclusion:

Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

Contract Works

This Section does not cover liability

- a. in respect of Property Damage to, or nuisance trespass to land or interference with any easement, right of air light water or way occurring in connection with any property or premises comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured or
- b. against which the Insured or a Principal is required to effect insurance under the terms of The Construction Contracts Act 2013, or of any other contract condition requiring insurance of a like kind.

Cyber Event Exclusion for Loss of Personal Data

The policy does not cover any loss, damage, fees, costs, charges, fines, penalties expenses and/or liability arising out of, based upon or attributable to any Cyber Event.

For the purposes of this endorsement:

Cyber Event means any:

- a. damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of personal information in any form;
- b. loss, theft or unauthorized disclosure of personal information or personal data, (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing);
- c. unauthorized access to or use of any personal information or personal data, (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) occurring in the Company's Computer System;
- d. non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
- e. malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the Company's Computer System; and/or
- f. breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

Company's Computer System means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

Damage to goods supplied etc.

This Section does not cover liability in respect of

- a. loss of damage to reduction in value of or refund for Products

- b. all costs of or arising from the need for making good removal repair rectification alteration reconditioning replacement reinstatement reduction in value or recall of or making a refund in respect of
 - i. any such Products
 - ii. any defective work executed by or on behalf of the Insured.

Provided that paragraph a. and b.i. above shall not apply to liability in respect of loss of or damage to the said Products if such loss or damage is caused by or arises from

- 1. any alteration repair or servicing work executed
 - 2. any other Products sold supplied delivered installed or erected
- by the Insured under a separate contract.

Excess Clause

This Section does not cover the amount of the Excess specified in the Policy Schedule, but not exceeding the Maximum Aggregate Contribution as specified in the Policy Schedule

Injury to Employees

This Section does not cover liability in respect of Personal Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured

North America

This Section does not cover liability arising in North America directly or indirectly caused by or arising from:

- 1. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such Personal Injury or Property Damage.

Provided that this Exclusion does not apply to any Fungi or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- 2. the actual, alleged, threatened or suspected inhalation of, or ingestion of, Silica or Silica-related Dust.

Offshore Operations

This Section does not cover any liability in respect of Offshore Operations

Penalties Liquidated and Punitive damages

This Section does not cover any liability in respect of

- a. fines penalties or liquidated damages

- b. punitive exemplary restitutionary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- c. compensation ordered or awarded by any court of criminal jurisdiction

Personal Injury Offences

This section does not cover any liability in respect of

- a. libel, slander or defamation of character, injurious falsehood,
- b. may be processed for some or all of the following purposes: administration claims management compliance customer concern handling the detection and prevention of fraud litigation (including arbitration and mediation) and underwriting. As part of such processing data may be requested
- c. infringement of copyright, infringement of design right whether registered or unregistered, infringement of patent, infringement of trade mark, passing off or any other infringement of intellectual property right or plagiarism or groundless threats of infringement proceedings pursuant to Section 24 of the Patents Act 1994 or Section 20 of the Trade Marks Act 1996 or any succeeding legislation thereto or any enactment of similar effect.

Pollution

This Section does not cover any liability in respect of

- a. Pollution and Contamination occurring in North America
- b. Pollution and Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Products

In respect of Personal Injury or Property Damage caused by or arising from Products this Section shall not apply to:

- a. any liability which attaches to the Insured solely under the terms of an agreement other than
 - i. under any warranty of goods implied by law
 - ii. under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Personal Injury or loss of or damage to material property caused by Products entrusted to such carrier for transit by road rail or waterway.
- b. any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft

Property in Insured's charge or control

This Section does not cover any liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

- a. personal effects or vehicles of any partner director or Employee of or visitor to the Insured
- b. premises (and their contents) not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work
- c. premises (including their fixtures and fittings) leased rented or hired to the Insured but this Section shall not apply to liability attaching to the Insured solely under the terms of any tenancy or other agreement

Radioactive Contamination

This Section does not cover liability in respect of

- a. loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. any Personal Injury

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Terrorism

This Section does not cover any liability caused by or arising from Terrorism.

Vehicles and craft

This Section does not cover any liability arising out of the ownership possession or use by or on behalf of the Insured of

- a. any mechanically propelled vehicle or trailer attached thereto
 - i. whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation excepting liability arising out of the operation (as a tool) of any mechanical plant
 - ii. if such liability is insured by any other policy as required by any road traffic legislation to be subject of compulsory insurance or other security
- b. any vessel or craft designed to travel in on or through water air or space other than waterbourne vessels or craft that are

- i. hand-propelled; or
- ii. not owned operated or navigated by the Insured but used by the Insured for entertainment in the course of their Business; or
- iii. being loaded or unloaded by the Insured in the course of their Business; or
- iv. not more than twenty (20) metres in length (other than power boats used for racing and vessels and craft designed to travel under water); or
- v. barges not exceeding seventy five (75) tons capacity whilst operating exclusively in inland or coastal waters of The Republic of Ireland, Northern Ireland, Great Britain the Channel Islands or the Isle of Man.

War

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Workers Compensation

This Section does not cover any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law

Reasonable Precautions

This Section does not cover liability in respect of

- a. any failure by the Insured to take all reasonable precautions to prevent, or cease any activity which may give rise to a liability; and
- b. steps to observe and comply with all statutory or local authority laws obligations and requirements.

General Conditions to this Policy

Additional conditions are stated in the Section wordings.

Additional Insureds

- a. each of the Additional Insureds and the Named Insured accepts and agrees that the Named Insured shall have the sole right to make a claim hereunder (whether on its own behalf or on behalf of an Additional Insured) and it shall be a condition precedent to any liability of the Company under this Policy that the Named Insured and not an Additional Insured shall have made any such claim
- b. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply
- c. The Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule

Alterations in Risk

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that if at any time anything shall occur or be done materially affecting the risk insured the Insured shall give notice in writing to the Company as soon as reasonably practicable.

Arbitration

All disputes which may arise under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to arbitration.

If a dispute goes to arbitration it is settled by an independent referee who is referred to as an Arbitrator appointed by You and Us in accordance with the provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect Your rights.

Cancellation

The Company may cancel this Policy at any time by sending 30 days notice by registered post to the Named Insured at the last known address and in such event the Named Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

Claims

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that on the happening of any Claim or any occurrence or circumstance which may give rise to a Claim under this Policy, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding, the Insured shall:

- a. notify the Company in writing as soon as reasonably possible, with full particulars.
- b. make no admission of liability or offer promise of payment without the Company's written consent.

- c. inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
- d. retain unaltered and unrepaid anything in any way connected with any Injury or Personal Injury or Property Damage for as long as the Company may reasonably require.
- e. produce to the Company at the Insured's expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.

Endorsements and Extensions

Endorsements and extensions to a Section of this Policy are subject to the terms of that Section and to the general terms of this Policy.

Jurisdiction

This policy will be subject to the relevant laws and courts of The Republic of Ireland

Overall Limit of Indemnity

The sum of all compensation payable under this Policy in respect of any one Occurrence (other than under any Employers' Liability Section) shall not exceed the Overall Limit of Indemnity shown in the Schedule.

Non-disclosure

The insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact.

Other Insurances

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

Policy Construction

- a. Unless otherwise expressly agreed in writing this Policy shall be governed by and construed in accordance with the law of The Republic of Ireland
- b. The headings and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation
- c. In this Policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

Premium Adjustments

If any part of the premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall supply such particulars as the Company may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Company subject to any minimum premium that may apply. At the request of the Company the Insured shall supply an auditor's certificate in support of such particulars.

If the Insured fails to supply such particulars within the period stated the Company shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

Rights of the Company

The Company shall be entitled at their discretion (but not required) to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any Personal Injury Property Damage or other legal liability to which this Policy applies and the Insured shall give all information and assistance required.

the Company may at any time pay the Limit of Indemnity (less any sums already paid as compensation) or any lesser amount for which at the absolute discretion of the Company the claims arising out of any Occurrence can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

Sanctions

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Premium Payment Condition

The Insured undertakes that premium shall be paid in full to the Company within 60 days of inception of this Policy (or, in respect of instalment premiums, when due) and shall have the burden of establishing that such payment has been made.

If the Insured fails to comply with this undertaking the Company may give not less than 7 days' prior written notice of cancellation to the Insured via the broker or agent or direct. If the premium due is paid in full to the Company before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate and be of no effect at the end of the notice period.

In the event of cancellation, premium is due to the Company calculated in accordance with the premium adjustment provisions of this Policy for the period the Company has been on risk, subject to any minimum premiums payable. The full policy premium shall be payable in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

If any provision of this condition is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this condition which will remain in full force and effect.

Complaint Handling Procedures

It is our aim to provide the highest possible standard of service.

If for any reason you are not satisfied with the service you have been given we would ask that you state your complaint in writing, in the first instance to the holder of this binding authority as mentioned above. Please quote the Policy Number or Claim Number. If the complaint is not dealt with in a satisfactory please contact:

Customer Satisfaction Manager
Allianz Global Corporate & Specialty SE,
Koeniginstrasse 28,
80802 Munich,
Germany
Telephone number: +49-89-2030-51000

Should you remain dissatisfied or if you have not received a final response within forty business days of the complaint being made, you may refer your complaint to the Federal Financial Supervisory Authority). The contact details are as follows:

Bun-de-sanstalt für Fi-nanz-di-en-steis-tungsauf-sicht
Street: Graurheindorfer Straße 108
Location: 53117 Bonn
country: Germany
Phone: + 49 (0)228 4108-0
Fax: + 49 (0)228 4108-1550
E-mail: poststelle@bafin.de

Using our complaints procedure or contacting the BaFin does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address agcs.uk@allianz.com

Claims reporting:

In the event of a claim immediate notice must be given to entertainment.claimsuk@allianz.com and claims@bradyunderwriting.ie

Data Protection Act

It is necessary for Insurers to collect hold and process data in connection with this contract of insurance. Data may be processed for some or all of the following purposes: administration claims management compliance customer concern handling the detection and prevention of fraud litigation (including arbitration and mediation) and underwriting. As part of such processing data may be requested from and transferred to insurance intermediaries other insurer's police forces professional advisers (Insurers and the Insured's) regulators re-insurers and other service providers.

Data will be processed in accordance with the Data Protection Acts 1988 and 2003, In particular it will be processed fairly and securely and will only be kept for as long as necessary.

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Privacy Notice

Compliance with Data Protection Regulations

We will comply with any data protection regulations that may be applicable to it and in particular the provisions of the General Data Protection Regulation EU Regulation 2016/679 (GDPR) and the law on the protection of individuals with regard to the processing of personal data of July 30th, 2018 in its current version.

For the purposes of this article, the following definitions applies:

“Personal Data” means any information relating to an identified or identifiable natural person collected and processed by Us

“Data subject” means any identified or identifiable natural person ; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity.

This Contract does not prevent Us from taking any measure it deems necessary to comply with the applicable data protection legislations.

We will store and/or process Personal Data strictly for the performance of this Contract and to ensure that such data is not accessible by third parties not expressly authorized to receive communication of it or to process it.

We will:

Ensure the strictest confidentiality of Personal Data to which it may have access

Take all the necessary precautions in order to preserve security and confidentiality of this data, and in particular to prevent it from being altered, damaged or communicated to unauthorised third parties.

Cross-border Transfer of Personal Data

Personal Data may be communicated by the Us to third parties, inside and outside the European Union or the European Economic Area (EEA), for purposes strictly relating to the execution of this Contract.

We will not transfer any Personal Data across a border to any natural or legal person, whoever it is, for any purpose other than that relating to the execution of this Contract.

The transfer of Personal Data outside the EEA to another Allianz group’s entity will be carried out based on Allianz group’s Binding Corporate Rules (Allianz BCR) which establish an adequate protection of Personal Data.

The Data Subject rights are to be exercised with Allianz Global Corporate & Specialty SE's Data Protection Officer:

By post:

Allianz Global Corporate & Specialty SE,

Koeniginstrasse 28,

80802 Munich,

Germany

Telephone number: +49-89-2030-51000

Applicable Privacy Statement

In order to comply with the General Data Protection Regulations We have updated our privacy notice: <https://www.agcs.allianz.com/footer/privacy-notice.html>, which explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read the notice carefully as it also informs you about your rights concerning your personal data and how you can get in touch with us, in case you have questions or need additional information and support.

We regularly review the privacy notice and will update it if necessary. We will ensure that the most recent version is available on our website at www.agcs.allianz.com. Please do not hesitate to contact us in case you have questions or need additional information

Notifying a Claim:

In the event of a claim immediate notice must be given to: claims@bradyunderwriting.ie and entertainment.claimsuk@allianz.com

Claims under this policy will be reported to AGCS & Brady Underwriting.

Allianz Global Corporate & Specialty – UK Office

60 Gracechurch Street,

London EC3V 0HR

Tel: +442034513246

Email entertainment.claimsuk@allianz.com

Brady Underwriting

Insurance House,

Main Street,

Carrick on Shannon,

Co. Leitrim, A41 R7T8

Tel: 0818 919101

Email: claims@bradyunderwriting.ie