



Film

Policy Wording

Bspoke Sports & Leisure is a trading name of Bspoke Commercial Ltd. Bspoke Commercial Ltd is registered in England and Wales Company Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

Welcome

Welcome to Bspoke Sports & Leisure

Thank You for selecting Bspoke Sports & Leisure. We are confident your trust is well placed and are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy wording outlines all the information you need to know about the cover, please read the wording in full and make sure you are happy with the cover provided and that it meets your requirements.

About Bspoke Sports & Leisure

A specialist commercial MGA, Bspoke Sports & Leisure's operating style is to develop products according to the requirements outlined by you and demanded by our brokers. We provide insurance solutions for a range of product categories including Commercial Property and Liabilities.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of your business, while also reducing your businesses exposure to risk by providing effective risk management assistance.

Getting to know each other

To learn more about Bspoke Sports & Leisure please visit www.bspokesportsleisure.co.uk

If you need to know more about your cover or the policy wording, then contact the broker who placed the business for you.

Definitions

Certain words in the policy have special meanings. These meanings are given in the Policy Definitions Section on page 16 or defined at the beginning of the appropriate section or sub-section. To help you identify these words in the policy we have printed them in **bold italics** throughout.

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The Insurance Contract

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The following are elements for the contract of insurance between **You** and **Us** based on information **You** have provided to **Us**. Please read them carefully and if **You** require any amendments please return them to **Your** broker for correction. Keep the policy safe in case **You** need to refer to it.

- **Your** policy,
- The **Schedule**,
- Endorsements.

It is important that **You**:

- (a) tell us about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date
- (b) check that the Sections **You** have requested are included in the **Schedule**;
- (c) check that the information **You** have given **Us** is accurate;
- (d) keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy;
- (e) comply with **Your** duties under each Section and the insurance as a whole.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

The Agreement

In consideration of the payment of the premium, **We** will compensate **You** by payment, or at **Our** option, by reinstatement or repair in respect of **Damage**, accident, or injury occurring in connection with the **Business** during the **Period of Insurance**, subject to the terms, Conditions and Exclusions contained in or endorsed on the policy.

Signed by Authorised signatory



Nick Grazier

Managing Director
Bspoke Commercial Ltd
Brookfield Court
Selby Road
Leeds
West Yorkshire
LS25 1NB

Customer Information

Applicable Data Protection Legislation

We are registered under the UK Data Protection Act 1998 and comply with the EU General Data Protection Regulation in all **Our** dealings with **Your** personal data. **Your** personal information will be kept secure. **We** undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by **Us** to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of **Our** day-to-day communications with **You**, **We** will generally use e-mail and unless **You** advise **Us** to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

Conformity

In this policy **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is a fair representation. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed, decline all claims and keep all premiums paid.

We may:

- (a) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered as long as the misrepresentation or omission was not made deliberately or recklessly,
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** careless omission to supply the information we required to consider the insurance cover provided,
- (c) charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the same proportion the premium **You** have paid bears to the premium **We** would have charged **You**,
- (d) cancel **Your** policy in accordance with **Our** Cancellation Rights below.

We will write to **Your** Insurance Broker if **We**:

- (a) intend to treat **Your** policy as if it never existed, or
- (b) need to amend the terms of **Your** policy, or
- (c) require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Law and Jurisdiction

You and **Us** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule** and the jurisdiction of the courts of England.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Duties

You shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this policy
- (b) to maintain the **Premises**, machinery and equipment and everything used in the **Business** in efficient and safe working condition
- (c) in the selection and supervision of **Employees**
- (d) to comply with all statutory and other obligations and regulations imposed by any authority,
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

Privacy and Data Protection Notice

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information.

What information do We collect about you?

We may collect the following personal **Data** about you:

- Information collected from you.
- When **You** provide **Your** business contact details to **Us** for potential business opportunities.
- When **We** collect personal **Data** as part of **Our** ongoing business dealings and development.
- Information collected from other sources.
- When one of Bspoke business partners introduces **You** to us, they will provide **Your** contact details.

The information collected may include the following categories:

- **Your** name and job title.
- **Your** company name and address.
- **Your** contact details, including email address and telephone number.

What We do with Your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

Your Rights as a Data subject

We thought it would be helpful to set out **Your** rights under the relevant **Data** protection legislation.

You have the right to:

- withdraw consent where that is the legal basis of **Our** processing.
- access **Your** personal **Data** that **We** process.
- rectify inaccuracies in personal **Data** that **We** hold about you.

- be forgotten, if the processing of **Your personal Data** is no longer necessary for the purposes it is collected for, **Your** details would be removed from systems that **We** use to process **Your personal Data**.
- restrict the processing in certain ways.
- obtain a copy of **Your Data** in a commonly used electronic form (if the legal basis of **Our** processing is consent or necessary for contract)
- object to certain processing of **Your personal Data** by us

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

As a rule, where there is a contractual relationship, **We** will keep **Your** personal Data for seven years following the end of **Your** relationship with us. Where there is no contractual relationship formed, **We** will retain **Your** personal Data for two years. Following the end of the retention periods, **Your** personal **Data** will be securely destroyed.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer at dataprotection@bspokecommercial.co.uk

How do We protect Your Data?

We take the security of **Your Data** seriously. **We** have internal policies and controls in place to try to ensure that **Your Data** is not lost, accidentally destroyed, misused or disclosed, and is not accessed by unauthorised individuals.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Information about Words with Special Meanings

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Complaints Procedure

How to complain

At Bspoke Sports & Leisure, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If **You** have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the contacts outlined below.

As **You** have arranged **Your** policy with Bspoke Sports & Leisure through a Broker or Intermediary, **You** should firstly direct **Your** complaint to the Broker or Intermediary with whom **You** arranged **Your** policy.

Useful Complaint Contacts are provided in the table below:

Reason for complaint	Contact	Contact Details
Sales or Service Related	Complaints Department Bspoke Sports & Leisure	Brookfield Court Selby Road Leeds West Yorkshire LS25 1NB complaints@bspokesportsleisure.co.uk 0113 345 1768
Claims	Complaints Department Questgates	QuestGates, 11A The Wharf, Bridge Street, Birmingham, B1 2JS complaints@Questgates.co.uk 0117 9299 255

If **You** remain dissatisfied after Bspoke Sports & Leisure and the **Insurer** has considered **Your** complaint or **You** have not received a final decision by the time Bspoke Sports & Leisure and the **Insurer** have taken eight (8) weeks overall to consider **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman
Service Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Telephone Number: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home)

or

Telephone Number: 0300 1239 123

(free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

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

This complaint procedure does not affect **Your** right to take legal action.

Claims Procedure

How to Make a Claim

Policy Section	Contact Details
Sections 1 to 6	Claims helpline 0117 9299 255 CPAfnol@questgates.co.uk

Basis of Settlement

Some Sections of the policy contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim.

Consent

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of any legal proceedings arising from the claim as **We** or **Our** chosen legal advisers and consultants may reasonably require.

Defence of claims

We may, at **Our** discretion:

- (a) take full responsibility for conducting, defending or settling any claim in **Your** name,
- (b) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
- (c) appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after any payments are made.

Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a manner without incurring liability or reducing **Our** rights. **You** shall not be entitled to abandon any property to **Us**. **We** will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover that is insured under this policy could also be insured under another policy that **You** have.

For claims made under Section J - Employers Liability and Section K - Public and Products Liability **We** will only pay the excess beyond the amount payable under **Your** other insurance policy.

For claims made under all other Sections insured of this policy **We** will either at **Our** option pay the full claim and claim half of this back from **Your** other insurance policy or pay **Our** rateable share of the claim.

Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

Subrogation

We shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

Canceling Your Policy

We hope that **You** are happy with the cover this policy provides. However, **You** have the right to cancel **Your** policy during a period of 14 days after either the purchase or renewal of the contract or 14 days after the day on which **You** receive **Your** policy documentation, whichever is the later. **We** will return the premium in full if cancellation occurs within the 14-day period. If **We** pay any claim, in whole or in part, during the 14-day period then no refund of premium will be allowed.

If **You** wish to cancel **Your** policy after cooling off period **You** will need to give notice in writing (including by e-mail). **We** will cancel **Your** policy from the date upon which notice is dispatched to us. **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance** less a deduction of a minimum premium of £100 plus the administration costs in providing this insurance. The amount is shown in the **Schedule**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to Us from the settlement of the claim.

Our Right to Cancel Your Policy

We shall not be bound to accept any renewal of this policy. If this happens **We** will ensure that **You** are notified accordingly.

If **We** do not receive the premium and Insurance Premium Tax **We** may cancel this policy by sending **You** at least 7 days written notice of cancellation to **Your** Insurance Broker (subject to the provisions of the Consumer Credit Act where applicable).

We may cancel this policy at any other time by sending 14 days' notice of cancellation, giving details of the reason for cancellation, in writing to **Your** Insurance Broker.

In the event of such a cancellation **You** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired **Period of Insurance**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

If **You** pay **Your** premium by instalments see also General Policy Condition 7 – Instalment Premiums.

Employer's Liability Tracing Office Notice

Certain information relating to **Your** policy, namely:

- (a) The policy number(s)
- (b) Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
- (c) **Periods of Insurance**
- (d) (if relevant) the employers' reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, ("ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above-named information provided to **Us** will be processed by the **Us** for the purpose of providing ELD in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Who We are

Your policy is administered by Bspoke Sports & Leisure and underwritten by **Accelerant Insurance UK Limited** (the **Insurer**). (Refer also to Sections M and O of this policy).

Bspoke Sports & Leisure is a trading name of Bspoke Commercial Limited. Bspoke Commercial Limited is registered in England and Wales Company Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

General Conditions of the Policy

1. This Policy does not cover any loss or damage or liability which at the time of the happening of such loss or damage or liability is insured by or would, but for the existence of this Policy, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this insurance not been effected.
2. The whole of the protections including any Burglar Alarm provided for the safety of the premises shall be in use at all times out of business hours or when the Assured's premises are left unattended and such protections shall not be withdrawn or varied to the detriment of the interests of Underwriters without their prior consent. Except where such protections are unable to function due to circumstances beyond the control of the assured this insurance shall not be prejudiced provided notice is given to Bspoke Sports & Leisure as soon as is practicable and the Assured shall take all reasonable steps to protect the property.
3. The Assured shall at all times use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss, damage or liability under this Policy.
4. The Assured shall give to the Underwriters through Bspoke Sports & Leisure immediate notice in writing with full particulars, of the happening of any occurrence likely to give rise to a claim under this Policy, the receipt by the Assured of notice of any claim and of the institution of any proceedings against the Assured.
5. The Assured shall not incur any expense in making good any damage without the consent of the Underwriters, and shall not admit liability for or offer or agree to settle any claim without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence of any claim and to prosecute in the Assured's name for Underwriters' benefit of any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Assured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.
6. On the happening of any loss, destruction or damage, the Assured shall give to the Underwriters or their Agent or Representative leave and licence to enter the building where the loss destruction or damage has occurred and take and keep possession of any of the property hereby insured and deal with the salvage in a reasonable manner. If the Assured shall hinder or obstruct the Underwriters or their Agent or representative from doing any of the foregoing acts, all benefit under this Policy shall be forfeited.
7. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy may become void with effect from the fraudulent act, and all claims hereunder shall be forfeited.
8. This Policy is deemed to be a Contract personal to the Assured and shall not be assigned to any other person or persons unless and until the Underwriters shall by endorsement hereon declare the Insurance to be continued in favour of such other person or persons.
9. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator, to be appointed by the parties in accordance with the statutory provisions relating to Arbitration then in force and the making of an award shall be a condition precedent to any right of action against the Underwriters.
10. This Policy may be cancelled at any time at the request of the Assured in writing to Bspoke Sports & Leisure and the premium hereon should be adjusted on the basis of Underwriters receiving or retaining the minimum premium as stated on **Your Schedule**. This Policy may also be cancelled by or on behalf of the Underwriters by thirty days' notice given in writing to the Assured at his last known address, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining the minimum premium as stated on **Your Schedule**. Notice shall be deemed to be duly received in the course of post, if sent by pre-paid letter post properly addressed.
11. Provided always that the due observance and fulfilment of all conditions, provisions and endorsement of this Policy shall be a condition precedent to any liability on the part of the Underwriters under this Policy.
12. The Policy of Insurance shall be governed by and construed in accordance with the laws of England and Wales.
13. We will not be liable for the Cover under any Section of the policy in any territory where we are prevented from providing insurance by operation of any law, trade or economic sanction or similar provision.

General Exclusions of the Policy

1. This Policy does not cover loss or damage or any liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government of public or local authority.

2. This Policy does not cover loss or destruction of or damage to any property whatsoever of any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. This Policy does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to.

i. The calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculation, by any computer systems, hardware, programme or software and/or microchip, integrated circuit or scimitar device in computer equipment or non-computer equipment whether the property of the Assured or not; or;

ii. Any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not.

This Clause applies regardless of any other cause or event that contributes concurrently or in any sequences to the loss, damage, cost, claim or expense.

It is mutually agreed that the burden of proving that the loss, damage, cost, claim or expense does not fall within this exclusion shall be upon the Insured.

5. **Terrorism exclusion endorsement**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, 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 purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism or fear thereof (whether actual or perceived).

If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. **Biological/chemical exclusion clause**

This insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material, device or weapon

7. **Communicable Disease Exclusion**

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and

- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

8. Sars exclusion clause

This policy does not cover any loss expense or liability directly or indirectly arising out of, attributable to resulting from severe acute respiratory syndrome (sars) and/or atypical pneumonia and/or the fear or threat thereof (where actual or perceived) If the underwriters allege that by reason of this exclusion, any loss, damage, costs or expenses is not covered by this insurance the burden of proving the contrary shall be upon the assured.

9. Avian flu exclusion clause

This policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from avian flu.

10. Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Bodily Injury And Property Damage Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

- a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
- b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
- c) Perfluoropolyethers (PFPE);
- d) Fluorotelomer-based substances; or
- e) Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Personal And Advertising Injury Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

- a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
- b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
- c) Perfluoropolyethers (PFPE);
- d) Fluorotelomer-based substances; or
- e) Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Section 1 – All Risks Equipment Insurance

The Cover

THE UNDERWRITERS HEREBY AGREE to indemnify the Assured against accidental loss, destruction or damage to Property Insured as detailed in the **Schedule** from whatever cause arising, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the stated Territorial Limits, and not exceeding the Total Sum Insured specified in the **Schedule**.

Exclusions

The Underwriters shall not be liable for:

1. The first amount shown in the **Schedule** in respect of each and every occurrence of accidental loss, destruction or damage as otherwise payable under this Section.
2. Loss, destruction or damage arising from
 - i. Wear, tear, gradual deterioration, moth, vermin, atmospheric or climatic condition or any gradually operating cause
 - ii. Property undergoing any process or cleaning, repair or restoration
 - iii. Mechanical or electrical breakdown unless accompanied by other damage insured by this Policy
 - iv. Faulty manipulation
 - v. Delay, confiscation or detention by customs or government officials
 - vi. Abandonment.
3. Erasure or any loss of magnetism of tapes.
4. Theft losses from unlocked unattended vehicles.
5. Disappearance unexplained or inventory, shortage, misfiling or misplacing of information.
6. Consequential loss of any kind or description except Loss of Hiring Charges for which the Assured is legally responsible as cover under Clause 1 hereon.
7. Acts of fraud or dishonesty.
8. Jewelry, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art.
9. Motor vehicles, trailers, watercraft, hovercraft or aircraft but this shall not exclude such damage if resulting from a cause which is not otherwise excluded or subsequent damage if resulting from an ensuing cause which is not otherwise excluded.

Definitions

Cameras, Lighting, Sound:

Cameras, Lighting, Sound Recording, PA, Editing, Audio, Film, Photographic, Video or Broadcast Equipment and Accessories hired to or owned by the Assured or for which they are responsible.

Props, Sets, Wardrobe:

Props, Sets, Wardrobe and all other for associated and ancillary property hired to or owned by the Assured or which they are responsible not otherwise excluded.

Basis of Settlement

Following loss destruction or damage the Underwriters will pay the cost of reinstating the property equal to its condition when new provided that –

1. The replacement property is substantially the same as but not better than the original property when new.
2. The assured incurs the cost of replacement.

Conditions

1. Unaccompanied Transit

Warranted that all Cameras, Lighting, Sound Equipment be professionally packed whilst in unaccompanied transit.

2. Protection Maintenance

The Assured shall take all reasonable precautions to safeguard the property maintaining in good order throughout the currency of this insurance the whole of the protections provided for the safety of the said property.

Such protections be in use at all times when the property is left unattended and not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

3. Average

If at the time of accidental loss, destruction or damage the Sum Insured on property is less than the value of such property covered then the Assured shall be considered as being his own Insurer for the difference and shall bear a rate able share of the loss accordingly.

4. Hired Equipment

All Equipment hired by the Assured shall be inspected prior to acceptance and subsequently returned to authorised officials of the hiring company.

5. Premium Adjustments

The premium paid at the commencement of each annual Period of Insurance in respect of Item 1 of this Section of the Policy is provisional being based on the estimated Annual Hiring Charges shown in the **Schedule**. Such premium will be adjusted on actual costs subject to the retention of any Minimum Premium specified which shall be provided within 30 days from the expiry of termination of this Policy.

Clauses

1. Loss of Hiring Charges

The insurance provided by Item 4 of this Section of the Policy indemnifies the Assured in respect of loss of hiring charges for which the Assured is responsible under Conditions of Hire arising directly from accidental loss destruction or damage to property otherwise insured by this Policy.

Provided that.

Underwriters shall not be liable for hiring charges arising more than 13 weeks from the date of accidental loss destruction or damage to which they relate.

2. Hiring Costs

The Insurance provided by Items 1 and 2 of this section of the Policy indemnifies the Assured in respect of additional costs necessarily incurred in hiring alternative Equipment arising directly from accidental loss destruction or damage to such Property up to 15% of the respective Sum Insured subject to a limit of £20,000.00 any one claim.

Section 2 – All risks Negative and Videotape Insurance

THE UNDERWRITERS HEREBY AGREE to indemnify the Assured against loss, destruction or damage to Property Insured as detailed in the **Schedule** from whatsoever cause arising, except as hereinafter specified and subject to the terms and conditions contained hereinafter whilst such property is used or to be used in connection with the Production and within the stated Territorial Limits and not exceeding the Total Sum Insured specified in the **Schedule**.

Exclusions

The Underwriters shall not be liable for

1. Loss, destruction or damage arising from
 - I. Errors of judgement in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock
 - II. Wear, tear, gradual deterioration, moth, vermin, atmospheric or climatic condition or any gradually operating cause
 - III. Property undergoing any process or cleaning, repair or restoration
 - IV. Delay, confiscation or detention by customs or government officials
 - V. Abandonment
2. Loss, destruction or damage arising from faulty raw stock, cameras, lenses and equipment whilst filming outside the United Kingdom or Republic of Ireland and unless proven that such stock, cameras, lenses and equipment had been tested prior to use and found to be satisfactory for the intended purpose.
3. Loss, destruction or damage arising from the use of high speed cameras or stop frame techniques unless proven that raw stock, cameras, lenses and associated equipment had been tested prior to use and found to be satisfactory for the intended purpose.
4. Consequential loss of any kind or description.
5. The excess as stated in the **Schedule**.

Definitions

Film Negatives:

Raw film or tape stock, exposed film, videotape, matrices, lavenders, positive, interpositives, working prints, cutting copies, fine grain prints, colour transparencies, cells, artwork and drawings, software and related materials used to generate computer images, soundtracks and tapes or any other form of photographic project being the property of the Assured or for which they are responsible.

High Speed Camera:

A Camera capable of filming at speed of 75 frames per second or in excess thereof.

Basis of Settlement

Following loss destruction or damage the Underwriters will pay either

1. Any extra expenditure incurred by the Assured in completing the Production over and above the production cost which but for the happening of the insured loss, destruction or damage would have been incurred in completing the Production
or
2. The actual expenditure incurred by the Assured in the Production as have been rendered entirely valueless solely and directly by reason of the happening of the insured loss, destruction or damage which reasonably practically and necessarily prevent completion of the Production.

Conditions

1. Premium Adjustment

The premium paid at the commencement of each annual Period of Insurance in respect of this Section of the Policy is provisional being based on the estimated Annual Production Costs shown in the **Schedule**. Such premium will be adjusted on actual costs (subject to retention of any Minimum Premium specified) which shall be provided within 30 days from the expiry or the termination of this Policy.

2. Average

If at the time of loss, destruction or damage the Sum Insured on property is less than the value of such property covered then the Assured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

3. High Speed Cameras or Stop Frame Techniques

Any claim arising under this Section of the Policy from the usage of Motion Control Rigs will be subject to the Assured obtaining a letter from the owners of the same prior to the commencement of usage that such equipment is in satisfactory working condition and capable of performing as required.

Clauses

1. Increased costs

The insurance on property under this section of the policy extends to cover reasonable unforeseen increases in estimated production costs provided that

- I. This cover will not exceed 30% of the sum insured stated in the schedule.
- II. The assured undertakes to give particulars of such increased costs and will pay the appropriate additional premium.

2. Advertising agents or commissioning agents costs

The insurance under this section of the policy is automatically extended in the event of a reshoot to indemnify advertising agents or commissioning agents for additional costs (including artistes fees) incurred which form part of the assured's production cost.

3. Profit

The basis of settlement as defined under this section of the policy is extended to include the assured's profit on any production 25% of the production costs.

4. Talent costs

The insurance under this section of the policy is extended to include additional costs in respect of talent (including but not limited to artistes, extras, doubles and stand-ins) where the assured is contractually liable. Underwriters will not be liable for such additional costs arising out of on-going commitments caused by contractual stop dates incorporated into artistes agreements or contracts unless prior agreement has been given.

Section 3 – Commercial Producers indemnity Insurance

THE UNDERWRITERS HEREBY AGREE to indemnify the Assured solely and directly in consequence of the interruption, postponement, cancellation or abandonment of the Production within the stated Territorial Limits specified in the **Schedule**.
The maximum liability of the underwriters shall not exceed the Limit of Liability stated in the **Schedule**.

Exclusions

The Underwriters shall not be liable for

1. The excess stated in the **Schedule**.
2. Interruption, postponement, cancellation or abandonment of the Production due to weather conditions other than a loss due to such conditions in preventing or delaying any person or property necessary for the Production from arriving or departing from the Production location.
3. The failure of any special film effect, act, feat or performance undertaken for the Production to fulfil its intended function or to create the desired effect.
4. The quality or contents of the Production not being acceptable to the Assured.
5. The costs of reinstatement, replacement or repair of any material property of any kind of loss of or damage to exposed and/or unexposed film negatives, prints, sound tapes or video tapes.
 - i. failure of any person to appear as arranged.
 - ii. Directly or indirectly caused by or contributed to by mumps, chickenpox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria if such person is aged between 6 and 14 years.
 - iii. Due to, caused by or consequent upon any infection, illness, disease or condition known to or which was manifest to the person at the commencement of the Production.
 - iv. Due to, caused by or consequent upon any pre-existing infection, illness, disease or condition.
 - v. Due to any condition not common to both sexes.
6. Any loss directly or indirectly caused by or consequent upon
 - i. The employment or involvement in the Production of Animals
 - ii. Any person who at the commencement of the Production is under 6 years or more than 65 years of age.
7. Loss directly or indirectly caused by or consequent upon the death or disablement of any Principal person whilst
 - i. Flying other than as a passenger on a scheduled flight
 - ii. Undertaking any hazardous act feat or performance for the Production
8. Variations in the rate of exchange or the stability of any currency
9. Interruption, postponement, cancellation or abandonment of the Production due to any cause within the control of the Assured
10. Any loss directly or indirectly caused by or consequent upon infectious animal diseases.

Definitions

1. Loss shall mean
 - i. Any expenditure necessarily incurred in completing the Production over and above the expenditure which would have been incurred but for the happening of the insured cause.
 - ii. Such expenditure incurred in the Production as shall be rendered as entirely abortive and valueless directly by reason of the happening of the insured cause.
2. Commencement in connection with the Production shall mean the first day on which liability for expenditure is irrevocably incurred.
3. Principal persons shall mean any recording artiste, film star, director, leading camera-man or recording effects man or any other persons employed by the Assured on whom the Production substantially depends.
4. Excess shall mean the total amount payable by the Assured which shall first be deducted from the finally adjusted claims before remaining amount is borne by the Underwriters.

Conditions

Premium adjustment

The premium paid at the commencement of each annual period of insurance in respect of this section of the policy is provisional being based on the estimated annual production costs shown in the schedule. Such premium will be adjusted on actual costs (subject to the retention of any minimum premium specified) which shall be provided within 30 days from the expiry or termination of this policy.

Clauses

1. **Increased costs**

The insurance under this section of the policy extends to cover reasonable unforeseen increases in estimated production costs provided that:

This cover will not exceed 30% of the limit of liability stated in the schedule.

The assured undertakes to give particulars of such increased costs and will pay the appropriate premium.

2. **Productions**

The insurance under this section of the policy extends to cover productions commenced during each annual period of insurance up to a maximum period of 6 months from the expiry or termination of this policy.

3. **Advertising agents or commissioning agents costs**

The insurance under this section of the policy is automatically extended in the event of a reshoot to indemnify advertising agents or commissioning agents for reasonable additional costs (including artistes fees) incurred which form part of the assured's production cost.

4. **Profit Definition**

1a and 1b under this Section of the Policy is extended to include the Assured's profit on any Production up to 25% of the Production Costs.

5. **Talent Costs**

The Insurance under this Section of the Policy is extended to include additional costs in respect of talent (including but not limited to artistes, extras, doubles and stand-ins) where the Assured is contractually liable. Underwriters will not be liable for such additional costs arising out of on-going commitments caused by contractual stop dates incorporated into artistes agreements or contracts unless prior agreement has been given.

Section 4 – Money

THE UNDERWRITERS HEREBY AGREE to indemnify the assured against loss destruction or damage to Money from whatsoever cause arising, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the Territorial Limits and not exceeding the Limit of Liability stated in the Schedule.

Exclusions

The Underwriters shall not be liable for

1. The first amount shown in the Schedule in respect of each and every occurrence of loss destruction or damage as otherwise payable under this Section.
2. Shortages due to error or omission or mysterious disappearance.
3. Loss destruction or damage from the dishonesty of any employee
 - i. Unless such loss destruction or damage is discovered within seven working days of its occurrence and reported to insurers via Geo Specialty Sports Leisure and Entertainment
 - ii. Insured under a Fidelity Guarantee Policy except in respect of any excess beyond the amount which would have been payable under such Policy had this insurance not been effected.
4. Loss destruction or damage resulting from a safe or strongroom being opened by the use of key or combination code through the key or combination being left on the Assured's premises whilst closed for business purposes.

Definitions

Money means Cash, Bank and Currency Notes, Cheques and Giro cheques (other than blank or partly completed Cheques or Giro cheques), Travelers Cheques, Bankers Drafts and Giro Drafts, Postal Orders, Money Orders, National Savings Policy's and Premium Bonds, Current Postage and Revenue Stamps, Trading Stamps, National Insurance Stamps, National Savings and Holiday with pay Stamps, Gift Tokens, Luncheon Vouchers, Credit Cards Sales Vouchers, Debit Card Sales Vouchers, Consumer Redemption Vouchers and VAT Purchase Invoices, all belonging to the Assured or for which they are responsible.

Basis of Settlement

Following loss, destruction or damage the Underwriters will indemnify the Assured by paying the amount of such loss destruction or damage.

Conditions

1. Safes Strongrooms Containers or Waistcoats

The Insurance provided by this Section of the Policy will indemnify the Assured for the cost or repair or replacement for which they are responsible following loss destruction or damage as a result of theft or attempted theft of Money.

Section 5 – Liability Insurance

THE UNDERWRITERS HEREBY AGREE to indemnify the Assured in the terms of this Policy and subject to the Limits of Liability against all sums which the Assured shall become legally liable to pay as damages.

Section 5A. Employers Liability

In respect of Bodily Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of and in the course of employment by the Assured in the **Business**.

Section 5B. Public and Products Liability

In respect of accidental

- i. Bodily Injury occurring
- ii. Damage to material property occurring
- iii. Trespass Nuisance or Obstruction occurring
- iv. Personal and Advertising Injury offences committed During the Period of Insurance within the Territorial Limits and arising in connection with the **Business**.

The Underwriters will also pay Costs and Expenses in respect of any occurrence to which this Policy applies.

Definitions

Extensions

1. Indemnity to Principals and Others

The Underwriters will also indemnify in the terms of this Policy

- i. In the event of the death of the Assured his/her legal personal representative in respect of liability incurred by the Assured
- ii. Any principal with whom the Assured has entered into an agreement to the extent required by such agreement but only in respect of liability for which the Assured would have been entitled to indemnity under this Policy if the claim had been made against the Assured and at the request of the Assured
- iii. Any officer or member of the Assured's catering sports social and welfare organisations and fire first aid or ambulance services
- iv. Any director partner or employee of the Assured in respect of liability for which the Assured would have been entitled to indemnity under this Policy if the claim had been made against the Assured
- v. Any director partner or employee of the Assured in respect of liability for private work undertaken by Employees with the consent of the Assured
 - a. Provided that
 - b. Such person(s) shall not be entitled to indemnity under any other policy
 - c. Such principal/person(s) shall as though they were the Assured be subject to the terms of this Policy in so far as they can apply
 - d. The Limit of Liability shall not be increased hereby

2. Cross Liabilities Clause

Where more than one party comprises the Assured any claim by one Assured against any other Assured shall be treated as though the party so claiming is not an insured party provided that the Limit of Liability shall not be deemed to be increased hereby. This Extension shall not apply in respect of Personal and Advertising Injury

3. Damage to Leased or Rented Premises

Exclusion 4.2 of Section 5b of this Policy shall not apply to premises (including fixtures and fittings) leased or rented to the Assured Provided that this Extension shall not apply in respect of

- i. Liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement
- ii. Damage to any such premises which is insured under any property or fire insurance policy arranged by the Assured or under which the Assured is entitled to indemnity in respect of such Damage

4. **Fair Processing Notice**

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

5. **Defective Premises Act**

The Underwriters will indemnify the Assured in the terms of Section 5b of this Policy against legal liability incurred by the Assured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Assured. Provided that this Extension shall not apply in respect of the cost of remedying any defect (or alleged defect) in such premises.

6. **Legal Defence Costs**

The Underwriters will indemnify the Assured or, at the request of the Assured, any Employee director or partner of the Assured, against legal costs and expenses incurred with the prior approval of the Underwriters in the defence of any criminal proceedings brought for a breach of

Health and Safety at Work Act

- i. The Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or
- ii. Consumer Protection Act, Part II
- iii. Part II of the Consumer Protection Act 1987 committed during the Period of Insurance in the course of the **Business**, including legal costs and expenses incurred with the prior approval of the Underwriters in an appeal against conviction arising from such proceedings.

Provided that this Extension shall not apply to

- i. Fines or penalties imposed by any court or
- ii. Proceedings consequent upon any deliberate act or omission.

7. **Motor Contingent Liability**

Exclusions 9.2 and 13 shall not apply in respect of legal liability of the Assured named in the **Schedule** arising from the use in connection with the **Business** of any motor vehicle not the property of nor provided by the Assured.

Provided that this Extension shall not apply in respect of

- i. Loss of or damage to any such vehicle or its contents
- ii. Liability arising while such vehicle is being
 - a. Driven by the Assured
 - b. Driven with the general consent of the Assured or of the representative of the Assured by any person who to the knowledge of the Assured or of such representative does not hold a valid licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - c. Used elsewhere than within the member countries of the European Union.

8. **Personal Liability Overseas**

The Underwriters will indemnify in the terms of Section 5b of this Policy the Assured and at the request of the Assured any director partner or Employee of the Assured or spouse of any such person against legal liability for damages in respect of Bodily Injury or Damage to material property arising from personal activities while temporarily outside the Territorial Limits in connection with the **Business**.

Provided that this Extension shall not apply in respect of

- i. Liability arising from the ownership or occupation of any land or building
- ii. Liability insured by any other policy of insurance

And that any such director partner Employee or spouse shall as though he/they were the Assured be subject to the terms of this Policy in so far as they can apply.

9. **Vendors Indemnity**

At the request of the Assured the Underwriters will indemnify in the terms of Section 5b of this Policy any person or organisation (herein referred to as "vendor") but only with respect to Bodily Injury or Damage to material property arising out of the Assured's Products distributed or sold in the regular course of the vendor's business Provided that

- i. This Extension shall not apply in respect of liability arising from
 - a. Any express warranty unauthorised by the Assured
 - b. Any physical or chemical change in the form of the Product made intentionally by the vendor
 - c. Repacking unless unpacked solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the Assured and then repacked in the original container

- d. Demonstration installation servicing or repair operations except
 - e. demonstration performed at the vendor's premises in connection with the sale of the Product
 - f. Products which after distribution or sale by the Assured have been labelled or re-labelled or used as a container part or ingredient of any other thing or substance by or for the vendor
- ii. This Extension shall not apply to any person or organisation from whom the Assured has acquired such Products or any ingredient part or container entering into accompanying or containing such Products
 - iii. Such vendor shall as though they were the Assured be subject to the terms of this Policy in so far as they can apply
 - iv. The Limit of Liability shall not be increased hereby.

10. Unsatisfied Court Judgements

In the event of a judgment for damages being obtained

- i. By any Employee or the personal representatives of any Employee in respect of Bodily Injury to the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Assured in the **Business** against any underwriters or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situation the aforesaid territories, and
- ii. Remaining unsatisfied in whole or in part six months after the date of such judgment
- iii. Then subject otherwise to the terms exclusions limitations and conditions applicable to Section 5a of this Policy the Underwriters will at the request of the Assured pay under Section 5a to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that

- i. There is no appeal outstanding
- ii. If any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Underwriters
- iii. All reasonable steps necessary have been taken to recover monies due from the party against whom the judgment was obtained
- iv. This Extension shall not apply if Section 5a is not insured under this Policy.

Exclusions

1. Hazardous Filming And/or Photography Exclusion

This policy does not apply to liability arising out of photographic shoots and/or the making of television programmes and/or films;

- i. In an environment where prior to filming it is reasonably considered that there is an increased risk of Bodily Injury and/or Damage to material .
- ii. In an environment deemed unsafe by the Police, Fire and/or Ambulance Services and/or HM Armed Forces and/or any local authority.
- iii. In any country, territory, district or state if HM Government (Foreign & Commonwealth Office) has:
 - a. Advised against travelling to or
 - b. Advised against travelling to unless essential.
- iv. Warranted the following are to be contracted out to and/or operated by Bona Fide Sub Contractors:
- v. Use of stunts, stuntmen or stuntwomen, animals other than domestic pets, special effects (other than computerised graphics), fire, pyrotechnics, explosives, use of motor vehicles in a stunt capacity, any aerospace device or airborne or waterborne craft in a stunt capacity, working underground, working underwater or working at a height of 10 metres or more from the floor

This Exclusion applies only to liability which arises as a direct result of any of the features described in i) to iv) above.

2. Radioactive Contamination

This Policy does not apply to liability of whatsoever nature directly or Indirectly caused by 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

But in respect of Bodily Injury sustained by any Employee this Exclusion shall apply only when the Assured under a contract or agreement has either undertaken

- i. To indemnify another party or
- ii. To assume the liability of another party in respect of such Bodily Injury

3. **Employees Offshore**

Directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection or military or usurped power.

The following exclusions (3-13) do not apply to Section 5a of this policy

Section 5b of this Policy does not apply to liability Contractual Liability

- i. Assumed under any contract or agreement in respect of
 - a. Damage to contract or temporary works to be executed by the Assured and/or their sub-contractors and/or to any materials plant tools and other property for use in connection therewith
 - b. Bodily Injury or Damage to material property arising from or caused by Products
 - c. Personal and Advertising Injury

Unless such liability would have attached in the absence of such contract or agreement

4. **Employees**

In respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by the Assured in the **Business** Custody or Control

5. In respect of Damage to property

- i. Belonging to the Assured or loaned, leased, hired or rented to the Assured
- ii. In the custody or control of the Assured or any Employee or agent of the Assured other than
 - a. Personal effects (including motor vehicles) belonging to visitors directors partners and employees of the Assured
 - b. Premises (including their contents) not leased or rented to the Assured but temporarily occupied by the Assured for the purpose of carrying out work

6. **Damage to Products.**

In respect of loss of or damage to or any costs or expenses claimed or incurred for repair removal replacement recall disposal or loss of use of any Products out of which the occurrence arises

7. **Aircraft Products**

Arising from Products knowingly supplied for use or installation in or on any aircraft or Aerospace device which could affect the navigation flying capabilities or safety of such aircraft or device.

8. **Fines/ Penalties**

For fines liquidated damages or under any penalty clause

9. **Advice**

Arising out of the provision of or failure to provide any instruction advice information or professional service rendered in return for a fee.

10. **Aircraft Watercraft Vehicles**

Arising from or caused by the ownership possession control or use by or on behalf of the Assured of

- i. Any aerospace device or any airborne or waterborne craft or vessel (other than manually propelled craft) or the loading or unloading of such craft or vessel
- ii. Any mechanically propelled vehicle or trailer attached thereto
 - a. In circumstances for which insurance or security is required in accordance with any road traffic legislation in force within the member countries of the European Union
 - b. Whilst being used on any public road in any other country whether or not insurance in respect of liability therefore is compulsory

Or the loading or unloading of such vehicle or trailer attached thereto

Provided that if there is no indemnity afforded by any motor or other insurance policy this exclusion shall not apply to liability arising from

- i. The act of loading or unloading or the bringing to or taking away of a load from such vehicle or trailer
- ii. The operation of plant as a tool of trade within the member countries of the European Union but only insofar as such liability is not the subject of compulsory insurance or security in accordance with any road traffic legislation in force in such countries.

11. **Pollution**

Arising out of the discharge, dispersal, release or escape of smoke vapours, soot fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; other than caused by a sudden identifiable untended and unexpected incidence, which takes place during the period of insurance. All such discharges, dispersals, releases or escapes which arise out of one incident shall be deemed to have happened at the same time that such incidence took place.

12. **Personal and Advertising Injury**

In respect of Personal and Advertising Injury

- i. Arising out of oral or written publication of material
 - a. If the first oral or written publication of the same or similar material took place prior to the commencement date of this Policy, or
- ii. Which to the knowledge of the Assured is false
- iii. Arising out of a breach of contract other than misappropriation of advertising ideas under an implied contract
- iv. Arising out of the failure of goods products or services to conform with advertised quality or performance
- v. Arising out of the wrong description of the price of goods products or services
- vi. Committed by an Assured whose business is advertising broadcasting publishing or telecasting.
- vii. Provided that this Exclusion 12.v does not apply to the offences described in parts 10.i and 10.ii of Definition 10

13. **War**

Directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection or military or usurped power.

14. **Exclusion of Terrorism**

- i. an Act of Terrorism and/or
- ii. Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this endorsement an Act of Terrorism means an act, 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.

If the Underwriters alleges that by reason of this endorsement any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Assured.

15. **Asbestos Exclusion**

Section 5b of this Policy does not apply to any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The underwriters shall have no duty of any kind with respect to any such loss demand claim or suit.

The following exclusions (16-18) do not apply to Section 5b of this policy.

Section 5a of this Policy does not apply to liability.

16. **Employee Passengers**

For which compulsory motor insurance or security is required under any road traffic legislation in force within any member country of the European Union.

Special Conditions

1. Non-Avoidance

The indemnity granted by Section 5a of this Policy, is deemed to be in accordance with the provisions of any law relation to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, but the Assured shall repay to the Underwriters, all sums paid by the Underwriters which the Underwriters would not have been liable to pay, but for the provisions of such law

2. USA/Canada

With regard to Section 5b of this Policy it is hereby agreed between the Underwriters and the Assured that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country

- i. The liability of the Underwriters under Section 5b of this Policy in respect of all damages payable together with all Costs and Expenses shall not exceed the Limit of Liability for Section 5b stated in the **Schedule**.
- ii. Regardless of any of the other provisions of this Policy, this insurance does not apply to punitive or exemplary damages
- iii. Regardless of Exclusion 10 of this Policy, this insurance does not apply to
 - a. Liability arising out of the discharge, dispersal, release or escape of smoke vapours, soot fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water
 - b. Any cost or expense arising out of any governmental demand or request, that an Assured test for assess, monitor,

And the Underwriters shall not have the duty to defend any claims or suits seeking to impose any such liability cost or expense or any other relief. It is further agreed between the Underwriters and the Assured that the premium for this insurance has been calculated accordingly.

Section 6 – Professional Indemnity

Special Definitions for This Section

Business activity

The activities shown in the **Schedule**, which **You** perform in the course of **Your** business.

Defence costs

Costs incurred with our prior written agreement to investigate, settle or defend a claim against **You**.

You / Your

Also includes any person who was, is or during the period of insurance becomes **Your** partner or director or senior manager in actual control of **Your** operations.

THE UNDERWRITERS HEREBY AGREE TO INDEMNIFY THE ASSURED if during the Period of insurance, and as a result of **Your** business activity within the geographical limits for clients, any party brings a claim against **You** for:

- i. Negligence or breach of a duty of care
- ii. Negligent misstatement or negligent misrepresentation
- iii. Breach of the APA Agreement for the Production of Commercials
- iv. Infringement of intellectual property rights including copyright, patent, trademark, music rights, performance rights, broadcasting rights or moral rights or any act of passing-off,
- v. Breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use
- vi. Defamation
- vii. Product disparagement or breach of any comparative advertising regulations
- viii. Infringement of any right to privacy
- ix. Dishonesty of **Your** employees or self- employed freelancers directly contracted to **You** and under **Your** supervision.

We will indemnify **You** against the sums **You** have to pay as compensation.

We will also indemnify **You** against the sums **You** have to pay as compensation if any party brings a claim against **You** during the period of insurance for infringement of intellectual property rights or defamation which is not a result of **Your** business activity for clients but arises from the advertising or marketing of **Your** own business.

We will pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Avoiding a potential claim against You

If **Your** client has reasonable grounds for being dissatisfied with the work **You** have done, refuses to pay for any or all of it, including amounts **You** legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against **You** for more than the amount owed, it may be possible to settle the dispute with the client by **Your** agreeing not to press for the disputed amount. If so, we will pay **You** the amount owed to **You** at that time if we believe that this will avoid a legitimate claim for a greater amount, and we have given our prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount **You** will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to **You** at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid **You** or on **Your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount we have paid if **You** eventually recover the debt less **Your** reasonable expenses.

Once we agree to make this payment **You** will assign to us such rights as **You** have in relation to the amounts owed to **You**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses Potential claims capable of rectification

If while performing **Your** business activity **You**, but not **Your** client, become aware of anything covered by (a) to (h) above which is capable of being successfully rectified without leading to a claim against **You** by that client, we will pay the additional expenses directly incurred with our prior written consent in rectifying the problem. We will only do this if we agree that these expenses are less than the amount of a potential claim covered by this insurance which would have arisen if the problem was not rectified.

However, in practice we accept that **You** are sometimes unable to obtain our approval due to time constraints or because the problem occurs out of office hours or we cannot give our consent due to lack of sufficiently detailed information. Therefore, if **You** satisfy us that **Your** client has received the same level and quality of service or deliverables that they were originally entitled to, **You** have spent the minimum necessary to achieve this and these expenses were less than the amount of a potential claim covered by this insurance, we will pay these reasonable expenses provided that **You** have informed us of the problem within three working days of the problem occurring and subsequently give us the information and documentation we require to support the expenses incurred and actions taken.

Exclusions

We will not make any payment for any claim or loss directly or indirectly due to: Matters specific to **Your** business.

1. Any investment of, or direct advice on the investment of, client funds.
2. The outcome or operation of any game promotion, contest or lottery
3. Anything shown or described in any advertising, educational or promotional material which results in any adverse change in a claimant's health, lifestyle or relationship with others
4. The mimicking in any way by anyone of anything shown in or described in any advertising, educational or promotional material
5. Any stunt or other activity during the making or production of any advertising, educational or promotional material
6. Any statement, representation or information concerning **You** or **Your** business contained in **Your** accounts, reports or financial statements
7. Any obscenity, blasphemy or pornographic material
8. Any product, including alcohol, tobacco, nicotine or any pharmaceutical product, which is, or becomes, defective, dangerous or hazardous to health in any way
9. Any failure to obtain the correct permissions or licences or visas for locations or shoots
10. Any failure to have or maintain adequate production and other related insurances for any shoot or production
11. Any use of incorrect raw film stock or video tape
12. The under-budgeting of any work for a client
13. **Your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or your breach of any legislation or regulation relating to these activities
14. **Your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation
15. Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves
16. Transmission of a computer virus
17. **Your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Construction and erection work

18. Any construction or erection work unless:
 - a. **You** sub-contracted the work to a specialist sub-contractor.
 - b. **You** have taken reasonable steps to ensure that the sub-contractor has and maintains adequate and appropriate insurance with a reputable insurer.
 - c. There is a written sub-contract between you and the sub-contractor which is subject to English law, includes an arbitration clause and provides that the sub-contractor will indemnify you against any liabilities you incur as a result of the sub-contractor's performance of the sub-contract Matters insurable elsewhere
19. The death or any bodily or mental injury or disease suffered by anyone
20. Anyone's employment with or work for you, or any breach of an obligation owed by you as an employer or any kind of discrimination, harassment or unfair treatment
21. The ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle
22. The loss, damage or destruction of any tangible property
23. The loss, damage or destruction of exposed or unexposed film, negative, prints or sound tapes or video tapes or visual images or sound held in any media or any library stock
24. The loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper
25. Any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client
26. Your supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

27. Any statement or advertising **You** knew, or ought reasonably to have known, was defamatory, false, misleading or deceptive
28. Any act, breach, omission or infringement **You** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or **Your** own loss under the dishonesty cover, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

Pre-existing problems

29. Any shortcoming in **Your** work or **Your** own loss which **You** knew about, or ought reasonably to have known about, before we agreed to insure **You**.

Date recognition

30. Date recognition

War, terrorism and nuclear

31. War, terrorism or nuclear risks

Asbestos

32. Asbestos risks

We will not make any payment for:

Claims brought by a related party

1. Any claim brought by an insured within the definition of **You** or any party with a financial, executive or managerial interest in **You**, including any parent company or any party in which **You** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to
 - a. An independent third party directly arising out of the performance of **Your** business activity.
 - b. Restricted recovery rights
2. That part of any claim where **Your** right of recovery is restricted by any contract. Consequential loss
3. **Your** lost profit, mark up or liability for VAT or its equivalent
4. Trading loss, trading liability, management time, lost time, lost business or commissions from any other client, potential client or account.

Non-compensatory payments

5. Fines, contractual penalties and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section
6. Aggravated, punitive or exemplary damages.

Claims outside the applicable courts

7. Any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How Much We Will Pay

We will pay up to the limit of indemnity shown in the schedule unless limited below. We will also pay for defence costs. However, if a payment greater than the limit of indemnity has to be made for a claim our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant excess shown in the schedule.

When we settle **Your** own losses from dishonesty, we will deduct any sums **You** owe or the value of any property **You** hold belonging to the perpetrator.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **Your** work will be regarded as one claim. This includes claims and losses arising after, as well as during, the period of insurance.

Special limit

For claims and **Your** own losses arising from dishonesty, the most we will pay is a single limit of indemnity for the total of all such claims, their defence costs and **Your** own losses. **You** must pay the relevant excess shown in the schedule.

Paying out the limit of indemnity

At any stage of a claim, we can pay **You** the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs.

Your Obligations

If a problem arises

We will not make any payment under this section:

1. Unless **You** notify us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem **You** first become aware of in the seven days before expiry:
 - a. **Your** first awareness of a shortcoming in **Your** work for a client which is likely to lead to a claim against **You**. This includes any criticism of **Your** work even though regarded by **You** as unjustifiable.
 - b. If we accept **Your** notification, we will regard any subsequent claim as notified to this insurance.
 - c. Any claim or threatened claim against **You**
 - i. **Your** discovery, or the existence of reasonable grounds for **Your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
2. If, when dealing with **Your** client or a third party, **You** admit that **You** are liable for what has happened, make any offer, deal or payment, unless **You** have our prior written agreement. **You** must also not reveal the amount of cover available under this insurance unless **You** had to give these details in negotiating a contract with **Your** client or have our prior written agreement.

Control of Defence

We have the right, but not the obligation, to take control of and conduct in **Your** name, the investigation, settlement or defence of any claim. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint **Your** own solicitor but on a similar fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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