

# **Performance Policy Schedule**

This schedule forms part of your policy

If the information in The Schedule is incorrect or incomplete or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate Your policy, or may result in the policy not operating fully.

**Your Policy Details** 

Reason For Issue Renewal

Policy Number 23802636CHC/000657

The Policyholder The Named Members of the Guild of Television Camera Professionals

Correspondence Address Briar Cottage

Ffordd Caergybi

Llanfairpwllgwyngyll, Gwynedd

**LL61 5YX** 

The Business Cover for Insured Members whilst they are employed and/or carry out duties relating to

camerawork, sound recording, editing, Digital Imaging Technicians in film and video recording or live broadcasting, including Students who are in formal education

Period of Insurance Effective Date: 1<sup>st</sup> May 2020

Expiry Date: 30th April 2021

Renewal Date: 1<sup>st</sup> May 2021

Premium Due £26.00 inclusive of Insurance Premium Tax charged at 12% for members undertaking

activities where the member is the only director or employee, other than a director who is

a family member undertaking clerical duties.

£45.00 inclusive of Insurance Premium Tax charged at 12% where the member is a director, with up to two other directors and a spend on hiring in freelancers up to

£25,000.

Current No Claims Discount 0 years

Please note that Your annual insurance premium may include an amount or amounts for additional covers or services. Please read Your schedule and all other documentation

carefully to ensure You know how much You are paying in total.

**Authorised Signatory** 

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## **Operative Sections**

Section	Operative/Not Operative
Property Damage – All Risks	Not Operative
Breakdown	Not Operative
Goods In Transit	Not Operative
Money and Assault	Not Operative
Business Interruption	Not Operative
Book Debts	Not Operative
Producers Indemnity	Not Operative
Multimedia	Not Operative
Multimedia – Post Production Indemnity	Not Operative
Employers' Liability	Not Operative
Public and Products Liability	Operative
Commercial Legal Protection	Not Operative
Directors & Officers Liability	Not Operative
Personal Accident	Not Operative
Business Travel	Not Operative
Terrorism	Not Operative

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## **Public and Products Liability Insurance**

**Policy Number** 23802636CHC/000657 The Policyholder The Named Members of the Guild of Television Camera Professionals The Business Cover for Insured Members whilst they are employed and/or carry out duties relating to camerawork, sound recording, editing, Digital Imaging Technicians in film and video recording or live broadcasting, including Students who are in formal education **Public Liability Section Limit of Indemnity** £10,000,000 **Description of Activities** Work at Own Premises **INSURED Work Away from Own Premises INSURED Height Limit** 40 Meters **Products Liability Limit of Indemnity** £10,000,000 **Turnover from Products Supplied** Worldwide, excluding USA/Canada N/A USA/Canada N/A

**Excess** £250 Third Party Property Damage

Please refer to the policy booklet for the clauses, conditions and exceptions that automatically apply to this section. The following additional endorsements apply to this section:-

C – Products Supplied Restriction

■ E – North American Products Supplied Exclusion

K – Height Limit – Applicable

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## **Endorsement 1- Work at Height**

It is hereby noted and agreed that work up to a Height of 40 metres is acceptable, providing a written risk assessment is carried out and a record kept for three years. Written risk assessments are only a policy condition when the Work at Height exceeds 10 metres. Subject otherwise to all policy conditions, exceptions and exclusions.

Endorsement 2 – Underwater Filming
It is hereby noted and agreed that work in Swimming Pools is acceptable providing the pool is not being used by the public at the same time as the Filming is taking place. Filming in Swimming pools is subject to a written risk assessment being carried out and a record kept for three years. Subject otherwise to all policy conditions, exceptions and exclusions.

Endorsement 3 – Filming at Airports
It is hereby noted and agreed that cover is provided for Filming at Airports at a reduced Limit of Indemnity of £2,000,000. Cover for filming airside is excluded and a written risk assessment must be carried out and a record kept for three years. Subject otherwise to all policy conditions, exceptions and exclusions.

## **Endorsement 4 - Filming at Railway Stations**

It is hereby noted and agreed that cover is provided for work at railway stations providing a written risk assessment is carried out and a record kept for three years. Subject otherwise to all policy conditions, exceptions and exclusions.

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## Important Information

### If you have a complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact Performance, 3rd Floor, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR0 6BA or telephone 020 8256 4931.

We are covered by the Financial Ombudsman Service for complaints from private individuals, certain small businesses, charities and trusts. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

#### Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- 1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3. Should neither of the above be applicable, the law of England and Wales will apply.

#### **Material Facts**

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one that is likely to influence an insurer in the acceptance and assessment of this application. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arise during the period of insurance cover please provide your insurer with details.

In connection with the business or any other business in which you, your directors, partners or family members are involved in, or have been involved, and in respect of the proposed cover(s) should there be a discrepancy between the information provided and that validated, we reserve the right to:

- vary the terms
- cancel the policy
- void the policy from the start

### Personal (non-business) Policyholders:

You must take reasonable care to answer all questions honestly and to the best of your knowledge. If your answers to the questions we ask are not complete and accurate, your policy may be cancelled, treated as if it never existed, we may revise the premium or terms or your claim may be rejected or not fully paid. Please refer to our Terms of Business for further information.

A specimen copy of the policy wording is available on request. We recommend you keep a record (including copies of letters) of all information provided to the insurer for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

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#### General Data Protection Act -Information Uses

For the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Controllers in relation to any personal data you supply are Aston Lark Limited (trading as Performance) and Aviva Insurance Limited.

#### **Insurance Administration**

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions).

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

#### **Credit Searches and Accounting**

In assessing your Application/Renewal, to prevent fraud, check your identity and to maintain its policy records, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

## **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the General Data Protection Regulation defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal you will signify your consent to such information being processed by the insurer or its agents.

#### Marketing

Aviva group and its agents may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva Insurance Ltd, FREEPOST, Mailing Exclusion Team, Unit 5, Wanlip Road Industrial Estate, Syston, Leicester, LE7 1PD

## **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases we access or contribute to by contacting Performance.

We and other organisations may also search these agencies and databases to:

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- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household:
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- · Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

#### **Claims History**

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim

You should show these notices to anyone who has an interest in the insurance under the policy.

## Making a claim - Telephone Contact Points

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

Aviva Insurance Claims notification and helpline: 0500 11 44 77

In all cases, please quote your policy number.

#### **Copy Policy Availability**

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us know by telephoning Performance on 020 8256 4931 or writing to Performance, 3rd Floor, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR0 6BA.

#### **Telephone Call Recording**

For our joint protection telephone calls may be recorded and/or monitored

## **Your Cancellation Rights**

There are no statutory cancellation rights under this policy.

### **Period of Validity of Quotations**

The renewal premium quoted is valid until the expiry of your current policy.

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