



performance
film & media insurance

FILM & MEDIA

INSURANCE SPECIALISTS

FOR

FILMMAKERS.

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WHAT YOU NEED TO KNOW.

The Insurance Act 2015

The Insurance Act 2015 (the Act) came into force on 12th August 2016 and applies to every commercial insurance policy.

Your Duty of Disclosure

It is now your duty to make a fair presentation of the risk. Essentially, this does not alter the fact that you need to disclose all material circumstances to the insurer prior to the commencement of cover, change to cover, or renewal in order for them to fully assess the risk presented and set appropriate terms for the granting of cover. However, the Act does now clarify (subject to this being tested in the courts) what is meant by a fair presentation, and what a firm is deemed to know.

You are expected to have a robust procedure in place to identify and verify information that needs to be disclosed to insurers for them to assess the risk. On the face of it, this may appear to be a simple change of words – ‘duty to disclose material facts’ now becomes ‘duty to make a fair presentation’ – but this gives rise to a change in the expectations of insurers and accordingly the actions you will need to take. The process for identifying and presenting information about the business will now become more onerous

and time-consuming. You should therefore work closely with your broker to be confident that you are meeting your obligations.

You must therefore disclose all material circumstances known, or which ought to be known, by you. These might include special or unusual facts relating to the risk and particular concerns that led you to seek insurance. Sufficient information needs to be disclosed to put a prudent insurer on notice to make further enquiries. We will assist you in identifying the type of information that would be deemed to be ‘material’ for your specific circumstances.

Examples of the types of disclosure required could include, but is not limited to, previous claims, convictions or films that are dangerous or adult in nature.

KIT INSURANCE.

Own Equipment

This must be the property of the policyholder. Anyone else bringing their own kit should have this insured themselves.

The sum insured should represent the new replacement value of the equipment at today's prices, unless you have written agreement from the insurers to the contrary.

Insurers would usually expect to see Own Equipment insured on an annual basis.

Hired-in Equipment

In order to insure these items, the policyholder should have a written hire agreement in their name, setting out the terms and conditions, and making them responsible for insuring the kit (Insurable Interest). The hire agreement should be in the same name as the policyholder.

The sum insured should be given to you by the hire company before you get a quote.

In order to obtain a quotation, you will be asked the hire fees for the kit. This should be the usual hire fees for hiring this kit (excluding any special deal you are getting).

Continuing Hire Fees/Loss of Hire

The hire company can charge you their usual rate of hire, if you are not able to return the kit to them due to damage or theft (which is why it is important to note these before getting a quote). Some insurance companies limit this cover to 13 weeks, as this is sometimes (but not always – so check!) what is written into the hire agreement.



LIABILITY INSURANCE.

Employer's Liability

This protects the policyholder from claims brought against them for injury to people working on the production (Employees). The definition of Employee can include volunteers, freelancers, the neighbour's child, etc... It has nothing to do with people being paid!

If you engage the services of someone else who is working under your control, then you have a duty of care towards them in law, and therefore a legal responsibility to carry Employer's Liability cover. **This is not optional!**

Public Liability

This protects the policyholder from claims brought against them for injury to Third Parties, or damage to Third Party property. For example, someone tripping over a cable, or a light causing burn damage to a location property wall.

Public Liability is not a legal requirement, but you will not be able to get a permit without it, and any Third Party should ask you to produce it where you are working on their premises.

Cover is usually in bands of £1m, £2m, £3m, £5m and £10m, although the usual limits purchased tend to be £2m or £5m. Most local authorities would ask for a minimum of £5m where you are shooting on their property.





PRODUCER'S & MULTIMEDIA INDEMNITY.

Multimedia

Also called All Risks Negative and Video Tape cover, indemnifies the policyholder in respect of:

1. the additional cost to complete the production, or
2. the expenditure incurred if the production is abandoned due to accidental loss or damage to the media used in the production.

PRODUCER'S INDEMNITY.

Indemnifies the policyholder in respect of:

1. the additional cost to complete the production, or
2. the expenditure incurred if the production is abandoned for 'any reason' beyond the policyholder's control.

This is designed to cover such things as a cast or crew member becoming ill, having an accident, dying, etc. that prevents the production continuing. Other reasons could be damage to property or facilities that the production relies on, but there will be exclusions to 'any reason'!

You will need to provide the production budget for the project, but this should be the cost to do the whole project again, should you not be able to call in favours, etc.



CLAIMS CHECKLIST.

Your insurance broker should be able to provide you with the best guidance as to how to complete your production, whether you are able to hire in replacement kit, and how to settle the claim on the best terms available.

Do

- Call the appropriate emergency services, if needed
- Advise the person designated on your call sheet
- Advise your insurance broker as soon as possible, and follow their guidance
- Collect as much information about the claim whilst it is still fresh in your memory
- Gather witness details, and swap details with the Third Party, if applicable
- Take pictures, if possible
- Collate invoices, purchase receipts, etc... for kit
- Advise the hire company (if it's their kit), and check whether there is continuing hire payable, and when from
- Try to ascertain the amount on the claim
- Whatever you need to mitigate the loss, or protect against the prospect of a further loss
- Continue with your production, if appropriate

Don't

- Panic
- Get angry
- Admit liability
- Sign anything
- Put anyone, or any property, in danger
- Offer compensation, or say that you are insured for the loss
- Destroy anything that may be useful, including damaged media
- Hide any of the facts from your insurer
- Delay in dealing with things
- Point fingers
- Abandon your production, unless absolutely necessary
- Presume that any additional costs are covered
- Think that the claim is an opportunity to upgrade to higher spec kit

If you receive any correspondence from a Third Party, this should be forwarded on to your insurer immediately, unanswered.



Did you know?

Stuntwork accounts for over half of all film-related injuries, with an average of five deaths for every 2,000 injuries!

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