

GENERAL POLICY CONDITIONS APPLICABLE TO ALL SECTIONS

1. NON DISCLOSURE AND/OR MISREPRESENTATION

- 1.1 If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Insurers before the policy was entered into, and such failure was fraudulent or the misrepresentation was made fraudulently, then the Insurers may avoid the policy, but in any event the Insurers' rights will be subject to Section 28 of the Insurance Contracts Act 1984.

2. OTHER INSURANCE

- 2.1 The Insurers shall not be liable for any loss, or that part of any loss, which is covered or would but for any misrepresentation, non-disclosure or breach of policy condition, be covered by the contract of insurance specified in the Schedule hereto.
- 2.2 Not less than seven days prior to entering into any other contract of insurance, the Insured shall notify the Insurers of, and shall give the Insurers full details of any such other insurance which provides indemnity for, in full or in part, the liabilities insured hereunder.
- 2.3 To the extent that the Insured has any other insurance in force in respect of the liabilities insured hereunder, the Insurers shall only be liable under this policy for the excess beyond any amount insured by such other insurance in respect of that liability, whether or not such insurance is valid or collectable.

3. SUBROGATION

- 3.1 Subject to the provisions of Part VIII of the Insurance Contracts Act 1984 if the Insurers become liable for any payment under this policy in respect of a claim made against the Insured, the Insurers shall be subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party in respect of such claim and shall be entitled at their own expense to sue in the name of the Insured.
- 3.2 The Insured shall give to the Insurers all such assistance within its power as the Insurers may require to secure their rights and remedies and, at the Insurers' request, shall execute all documents necessary to enable the Insurers to pursue their rights and remedies.

4. FRAUD

- 4.1 Subject to the provisions of the Insurance Contracts Act 1984, if the Insured makes any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance may become void and/or the liability of Insurers in respect of any such claim may be reduced or avoided.

5. CANCELLATION

This policy may be cancelled:

- 5.1 by the Insured at any time by written request;
- 5.2 by the Insurers on the grounds specified in Sections 60, 61 and 62 of the Insurance Contracts Act 1984 and in accordance with the provisions of Sections 59 and 77 thereof.

In either case, the Insured shall be entitled to a proportionate refund of premium provided there is no claim under the Policy.

6. INSPECTION OF RECORDS

The Insurers shall have the right to inspect the Insured's accounting and financial records in relation to the Production identified in the Schedule; the inspection may take place at any reasonable time upon the giving of reasonable notice in writing to the Insured, such notice to be given not less than seven (7) days prior to any proposed inspection. The inspection may be conducted by any representative appointed by the Insurers who shall be entitled to take copies of such documents as are relevant to the Production.

7. MATERIAL CHANGE

The Insured shall notify the Insurers as soon as is reasonably practicable of any change in the Production, being a change that is material to the risk insured by this Policy. Upon such notification, the Insurers shall have the right to cancel the Policy or charge an additional premium.

8. EXTENSION OF COVER

In the event that the Insurers agree to extend the Period of Insurance (as defined in the Sections of this Policy) in respect of the coverage provided under any or all of the Sections of this Policy, such extension will only be provided upon the payment of the appropriate additional premium as calculated and paid in accordance with the Premium Rating Provisions contained in the Schedule hereto.

9. PREMIUM

The premium payable in respect of the insurance afforded under this Policy shall be calculated and paid in accordance with the Premium Rating Provisions contained in the Schedule hereto.

10. ABANDONMENT AND/OR SUSPENSION

The Insured may abandon or suspend principal photography of the Production at any time. If the Production is abandoned for reasons other than a claim, then the date of abandonment shall be the date of Termination for the purpose of determining the final nett premium payable under the Policy.

In the event that principal photography is suspended, the Policy shall remain in force during the period of suspension and principal photography shall be regarded as continuing during any such suspension, provided always that nothing in the General Condition 10 will operate to extend the Period of Insurance as defined in each Section of this Policy.

11. DUE OBSERVANCE

If the Insured fails to comply with any term, condition or provision of the Policy the Insurers may refuse to pay a claim, but in any event the Insurers' rights will be subject to the provisions of Section 54 of the Insurance Contracts Act 1984.

12. TERRITORY

This Policy applies to Productions filmed anywhere in the world.

13. The Insured shall ensure that the entire finance necessary to complete the Production is fully committed and available to the Insured prior to the date of Commencement. The Insured shall notify the Insurers in writing immediately upon any change in the availability of the said finance or the conditions upon which such finance is made available to the Insured.

14. The Insured shall use diligence and do and concur in doing all things reasonable and practicable to minimise any interruption or interference with the Production and to avoid or diminish any loss hereunder.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This policy shall not provide any indemnity in respect of any claim or claims caused by or arising out of:

1. war, invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
2. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel;
3. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
4. any circumstances existing prior to or at the inception of this Policy and which the Insured knew or ought reasonably to have known could give rise to a claim.