

## **SECTION I. B. CAST INSURANCE**

### **I. INSURING AGREEMENT**

Underwriters agree to pay to the Insured such loss (defined in Paragraph IV.), as:

- a. the Insured shall solely sustain by reason of any person designated for insurance and appearing in or contracted to work on the insured production(s). Such person must be necessarily prevented by their death, injury or sickness, occurring during the period of the insurance afforded by this Section, from commencing, continuing or completing their respective duties or performances in such production.
- b. may directly result from the kidnapping of any person designated for insurance. Kidnapping means the involuntary taking and holding of any such person by others.

### **II. LIMIT OF LIABILITY AND DEDUCTIBLE**

Underwriters' limit of liability with respect to any one occurrence shall not exceed the amount:

- a. stated in the schedule in connection with the insured production(s);
- b. less the deductible stated in the schedule for each separate loss.

### **III. SPECIAL CONDITIONS**

#### **a. Term Of Coverage**

1. Coverage under this Section begins on the effective date shown in this Policy, and shall continue until the expiration or cancellation date of this Section of the policy, whichever shall first occur.
2. The Insured shall advise Underwriters of the exact date of completion of Principal Photography of the insured production(s) within seven (7) days of such completion.

#### **b. Extension of Principal Photography**

In the event that the Principal Photography of the insured production(s) has not been completed by the termination date of the coverage, the insurance afforded by this Section shall, upon prior notification and acceptance by Underwriters in writing, be extended until completion of Principal Photography, subject to the payment of additional premium.

#### **c. Medical Examination Prior to Inception of Coverage**

1. The Insured agrees to have the persons designated for insurance examined not more than 21 days prior to the first day of coverage of the insured production(s) by a duly qualified physician designated or approved by Underwriters in writing. Such physician shall submit to Underwriters a medical questionnaire and certificate:
  - a. on approved forms by Underwriters; and
  - b. signed by the examinee and the physician.
2. If the physicians recommended by Underwriters are not available for completion of the medical examinations, prior written permission of Underwriters may be given to use any registered physician available (other than the examinee's personal physician).

3. Underwriters agree to review the medical certificate promptly, and to advise the Insured within two (2) working days after receipt by Underwriters of the medical certificate of their approval or of any reservations, exceptions or restrictions.
4. The coverage provided by this Section is subject to receipt of the medical certificate and approval thereof by Underwriters in writing. It is understood that Underwriters' right of medical approval shall be based on the medical examination and case history of the person examined. Should Underwriters for any reason make any reservation, exception or restriction with respect to the insurability of any person designated for insurance, the provisions of Paragraph I., Insuring Agreement, are inapplicable to the extent that the condition(s) referred to in said reservation, exception or restriction directly or indirectly causes a loss (defined in Paragraph IV.). Coverage may commence sooner in the following circumstances:
  - a. Coverage for any person designated for insurance under this Section shall be for accidental causes and kidnapping only pending receipt and clearance of a satisfactory medical examination report.
  - b. Coverage for all other perils insured hereunder shall commence once a satisfactory medical report has been approved by Underwriters.
5. It is agreed that in consideration of a Declaration of Health being made by the Insured on approved forms as respects guest artists, coverage is extended to include such guest artists ninety-six (96) hours prior to the start of Principal Photography of an individual television episode. If any guest artist is scheduled to appear in five (5) or more episodes of any one series, a medical certificate will be required.

**d. Overlapping Productions**

In the event that any person accepted for insurance under this Section:

1. Is being filmed in two or more productions in which the periods of Principal Photography overlap; and
2. Which productions are insured herein;

Such person shall be the subject of the insurance afforded by this Section only for the production first declared until their work in the Principal Photography of that production has been completed.

Underwriters may, at their sole option, consent in writing to such person being the subject of this insurance while such person is being filmed in two or more productions.

**e. Insured's Obligation**

It is warranted that the Insured will use due diligence to ascertain that any persons designated for insurance are in sound physical condition and of good health as respects their anticipated duties immediately prior to the attachment of any coverage and when filming abroad ensure that all members of cast have the recommended & necessary immunizations/vaccinations as recommended by Government Health Authorities.

**IV. DEFINITION OF LOSS**

- a. "Loss" as used in this coverage shall mean any extra expenditure incurred by the Insured in completing Principal Photography of the insured production(s) over and above the expenditure, which except for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing Principal Photography. The word "expenditure" refers to the same costs as defined in Paragraph XIII of the General Policy Conditions.

Extra Expenditures does not mean any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any:

1. Schedule deadlines;
2. Delivery dates;
3. Release dates;
4. Air dates; or
5. Any other completion date;

Whether or not such loss, damage, expense or liability occurs in conjunction with a loss otherwise covered under this policy.

- b. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably, practically and necessarily prevents completing the insured production(s) irrespective of any completion and or delivery date requirements, the Insured can opt to abandon the production subject to Underwriters prior agreement and claim under this Section for such actual expenditures incurred prior to and during production as have been rendered entirely valueless solely by reason of the happening of one or more of the occurrences specified in Paragraph I.
- c. Underwriters shall not be required to accept an abandonment unless it can obtain all rights, titles and interests in all underlying works, as well as films or tapes and all copies and related material thereof for the production.

## **V. EXCLUSIONS**

This coverage does not insure against loss directly or indirectly arising out of, caused by or resulting from:

- a. any insured person taking part in flying other than as a passenger;
- b. any insured person taking part in any hazardous stunt, without the written consent of Underwriters;
- c. the inability of any insured female to perform as a result of pregnancy, menstruation, child birth or conditions pertaining thereto; unless otherwise prohibited by law;
- d. any insured person under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria;
- e. loss of money, securities, or other consideration surrendered as a ransom payment by the Insured as a result of kidnapping or alleged kidnapping; or
- f. loss as a result of a criminal act by the insured or the named cast person;
- g. any insured person under the age of nine (9) and over the age of seventy (70) unless specifically added to this policy by endorsement.

## **VI. LOSS PROCEDURE (Notice of Incapacity and Right of Medical Examination)**

Immediately after the Insured is made aware of any insured person being unable to commence or continue their duties as a result of which a claim might arise, the Insured shall:

- a. notify Underwriters; and
- b. procure and immediately forward to Underwriters the policy of a duly qualified physician which shall detail fully the circumstances in which the incapacity arises.

- c. ensure and preserve to Underwriters the continuing right of examination, at all reasonable times by its own appointed physician, of any insured person whose incapacity may lead to a claim;

Failure by the Insured to comply with any of these conditions will prejudice Underwriters and shall therefore release Underwriters from any liability in connection therewith.

## **VII. GENERAL POLICY CONDITIONS**

The General Policy Conditions apply to the coverage provided under this Section I.B.