

SECTION II. A. RAW DATA & NEGATIVE FILM AND VIDEOTAPE

I. INSURING AGREEMENT

Underwriters agree to pay to or on behalf of the Insured such loss (defined in Paragraph VI.) as the Insured shall sustain as a result of loss of, damage to, or destruction of physical material defined as raw film, or tape stock or digital/data dailies, exposed film (developed or undeveloped), videotape, camera generated raw files compressed or otherwise, camera generated compressed Quick-times, third party compressed formats to be used as master digital dailies, inter-positives, positives, working prints, cutting copies, fine grain prints, color transparencies, cells, art work and drawings, and software and related material used to generate computer images, sound tracks and tapes used in connection therewith, caused by an insured peril (defined in Paragraph IV.), while such property is used or to be used in connection with an insured production(s).

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. TERM OF COVERAGE

Coverage under this Section commences on the effective date of the Negative film and Videotape shown. Unless otherwise endorsed, coverage for any insured production(s) shall continue until the earliest of the following dates:

- a. the date on which a Protection Print and/or Duplicate Tape has been completed and stored in an area physically separated from the original negative and/or tape;
- b. thirty (30) days after completion of Post Production;
- c. the expiration date of the policy; or
- d. cancellation of the policy.

IV. PERILS INSURED

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

V. EXCLUSIONS

It is agreed, this policy will not respond and there is no coverage pursuant to this insurance to pay for any loss either in whole or in part, directly or indirectly for a loss based upon, relating to, arising out of, contributing to or resulting from any of the following:

- a. The use of faulty materials, faulty equipment, faulty developing, editing, or faulty processing.
- b. accidental erasure of videotape recordings or sound tracks.
- c. accidental exposure to light.
- d. deterioration, aridity, atmospheric dampness or changes in temperature.
- e. intentional destruction of any insured property or at the direction of the Insured.

- f. exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recording or reproduction(s) of such videotape recordings.
- g. faulty manipulating, or errors of the camera operator or of the assistants.
- h. errors in judgement in exposure, lighting or sound recording, or from the use of incorrect type of camera, lens, raw film or tape stock or media software, programming errors or design defects in software or operating instructions to machinery; or loss of, or damage to software as a result or in consequence of a Virus or Similar Mechanism or resulting from Hacking.
- i. exposure of videotape and videotape recordings and equipment to extreme temperatures, unless due to a peril otherwise covered, or unless beyond the control of the Insured.
- j. loss of, damage to, or destruction of back-up tape, cut-outs, unused footage or library stock.
- k. delay in delivery of raw film or tape stock or media/software.
- l. X-rays, X-ray systems, fluoroscopic inspection devices, electromagnetic radiation, radioactive contamination, exposure to radioactive materials, all whether controlled or uncontrolled and whether such loss be proximate or remote, however this exclusion shall not apply provided all reasonable precautions have been taken and the exposed or unexposed negative is properly identified as such, and carried as hand luggage and accompanied at all times;
- m. shortage of inventory or any unexplained loss or mysterious disappearance.