

SECTION V.B. ANIMAL COVERAGE

This endorsement modifies insurance provided under Section V.A. Props, Sets, and Wardrobe.

1. COVERAGE EXTENSIONS

The following Coverage Extension is added:

a. Animal Health Coverage

Underwriters will pay the actual and necessary loss you sustain by reason of a Covered Cause of Loss to a Covered Animal during the "Term of Coverage".

b. Animal Repatriation, Rendering or Disposal Coverage

Underwriters will pay the actual and necessary loss you sustain by reason of the necessary repatriation of restoring the Animal to its original place of birth or disposal of a Covered Animal only if the disposal, rendering, or repatriation is:

- i. From a Covered Loss;
- ii. The Animal is a Covered Animal;
- iii. There is prior written consent of Underwriters for a repatriation; and
- iv. The Covered Loss occurs during the "Term of Coverage".

c. Animal Loss of Use Coverage

Underwriters will pay the actual and necessary loss you sustain by reason of a Covered Animal being prevented by a Covered Cause of Loss during the "Term of Coverage" from starting, continuing or completing an assigned role for a third party(ies).

2. DEFINITIONS

For the purposes of these Coverage Extensions, the following definitions apply:

- a. Covered Animal means the animal(s) specifically listed and scheduled below that are used or intended to be used in an "Insured Production":
- b. Covered Causes of Loss means:
 - i. After Underwriters has accepted a Certificate of Health signed by a duly licensed veterinarian, such Covered Cause of Loss means accidental injury, sickness or death to a Covered Animal that occurs during the term of Coverage.
 - ii. Prior to Underwriters' acceptance of a Certificate of Health signed by a duly licensed veterinarian, such Covered Cause of Loss means only accidental injury or death resulting in injury or death resulting from accidental injury.
- c. Sickness means sickness, disease or illness resulting from any cause other than accidental injury.
- d. When this Coverage is part of the MPTV Producers Portfolio, "Term of Coverage" means the period beginning with the effective date shown in the Declarations, and continuing until the expiration date of this policy or completion of "Principal Photography", whichever occurs first.

3. ADDITIONAL EXCLUSIONS FOR THESE COVERAGE EXTENSIONS

Underwriters will not pay for loss arising out of, caused by or resulting from any of the following:

- a. Use of the animal in any activity other than in connection with the filming or taping of an "Insured Production";
- b. Use of the animal in any stunt or hazardous activity;
- c. Any cosmetic alteration of the animal;
- d. Failure to establish your legal liability for and the actual cash value of a Covered Animal prior to using the animal;
- e. Willful misconduct or misuse of the animal;
- f. Confiscation or nationalization of the animal for any reason whatsoever;
- g. Quarantine, unless as a result of a Cause of Loss not otherwise excluded;
- h. Intentional slaughter of the animal, either voluntarily or by act of or at the direction of any local authority;
- i. The Sickness of a Covered Animal prior to our acceptance of a Certificate of Health signed by a duly licensed veterinarian, regardless of any other cause or event that contributes concurrently or in any sequence to the loss; or regardless of when the event causing loss occurs.
- j. Any reservation, exception or restriction Underwriters have imposed on a Covered Animal as described in the Certificate of Health Additional Condition below, regardless of when the event causing loss occurs.
- k. Any animal that is not specifically described and scheduled as a Covered Animal;
- l. Any sickness or injury that does not first occur during the Policy Term. If the injury or sickness is a progressive or continuous condition, then the onset of any damage, including any progressive or continuous condition that is the same general nature or type as the condition, circumstance that first occurred or is alleged to have first occurred prior to the date the insurance application for this policy is signed or the date this policy incepted, whichever occurs first, even if the actual or alleged damage continues during the policy period. For purposes of this exclusion, all injury or sickness to a Covered Animal is deemed to first take place when the sickness or injury first becomes known to anyone, regardless of whether the damage or injury is continuous, progressive, repeated, changing or results from exposure to substantially the same general harm.

4. LIMITS OF INSURANCE FOR THE COVERAGE EXTENSIONS

The limits applicable to these Coverage Extensions are in addition to the policy Limits of Insurance.

a. Each Occurrence

The most Underwriters will pay for all loss to which these Coverage Extensions apply in any one occurrence is \$150,000.

b. Animal Health Coverage

i. Injury or Sickness of a Covered Animal

Subject to a. above, the most Underwriters will pay for necessary veterinary costs because of injury or sickness to a Covered Animal is 100% of the actual cash value of the animal, not to exceed \$50,000.

ii. **Death of a Covered Animal**

Subject to a. above, the most Underwriters will pay for the death of any one Covered Animal is the actual cash value of the animal, not to exceed \$50,000.

c. **Animal Repatriation, Rendering or Disposal Coverage**

Subject to a. above, the most Underwriters will pay for the cost of repatriation, rendering or disposal of a Covered Animal is 50% of the actual cash value of the animal, not to exceed \$25,000.

d. **Animal Loss of Use Coverage**

Subject to a. above, the most Underwriters will pay for loss sustained by reason of a Covered Animal being prevented from commencing, continuing or completing an assigned duty or role for a third party or parties is the actual cash value of the animal, not to exceed \$50,000.

5. DEDUCTIBLE

a. Subject to the deductible amount shown in the Declarations or otherwise applicable with respect to each occurrence, Underwriters will not pay for loss arising out of, caused by or resulting from a Covered Cause of Loss to a Covered Animal until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the applicable deductible amount shown below. Underwriters will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

b. The Deductible Amount for each of the Coverage Extensions is as follows:

i. **Animal Health Coverage**

(a) Injury or Sickness of a Covered Animal: \$2,500 each animal

(b) Death of a Covered Animal: \$2,500 each animal

ii. **Animal Repatriation, Rendering or Disposal Coverage:** Included each animal

iii. **Animal Loss of Use Coverage:** Included each animal

6. METHOD OF VALUATION

a. Underwriters will determine the amount of your loss as follows:

1. **Animal Health Coverage**

(a) **Injury or Sickness of a Covered Animal**

The amount of your loss for injury or sickness to a Covered Animal will be the actual and necessary veterinary bills you incur.

(b) **Death of a Covered Animal**

The value of a Covered Animal in the event of death will be the actual cash value of the animal, as determined prior your using the animal.

2. **Animal Repatriation, Rendering or Disposal Coverage**

The amount of your loss for repatriation, rendering or disposal of a Covered Animal will be the actual and necessary expenses you incur.

3. **Animal Loss of Use Coverage**

The amount of your loss by reason of a Covered Animal being prevented from commencing, continuing or completing an assigned duty or role for a third party or parties will be the amount you charged the third party or for use of the animal, less any amount included for profit.

- b. Underwriters will reduce the amount of your loss by any payments you receive from other insurance or any other source.

7. **ADDITIONAL CONDITIONS**

It is warranted that your failure to comply with any of the conditions in the policy or these coverage extensions will prejudice us and will release us from any claim that involves a loss.

a. **Additional Duties In The Event of Loss**

- i. You must immediately report to us or our authorized representative any fact or circumstance which may prevent a Covered Animal from commencing, continuing or completing an assigned duty or role in an "Insured Production" and which may result in a claim under these Coverage Extensions.
- ii. You must immediately secure and file with us or our authorized representative the certification of a duly licensed veterinarian. The certification must include a complete description of the injury, sickness or death and the prognosis.
- iii. You must make every effort to preserve our rights, including enforcing any contractual conditions or terms applicable to the Covered Animal, to:
 - (a) Have any Covered Animal examined by a veterinarian of our choice; and
 - (b) Have continuing access to the medical records of any Covered Animal.

b. **Legal Liability and Valuation**

You agree to determine:

- i. The extent of your legal liability, and
- ii. The actual cash value of each Covered Animal prior to your first use of the Covered Animal. The valuation must be in writing from an animal professional.

c. **Certificate of Health**

- i. You will submit to us for each Covered Animal a signed Certificate of Health completed by a duly licensed veterinarian. The Certificate of Health must disclose:
 - (a) Any medical condition that has been treated; and

- (b) Any medication that has been prescribed; within one year prior to the date the Certificate of Health is completed.
- ii. The Covered Animal will be covered for injury or sickness on the date Underwriters approve the Certificate of Health.
- iii. Based on the medical information submitted to us, Underwriters have the right to make any reservation, exception or restriction regarding the insurability of the Covered Animal within a reasonable period of time. Underwriters will not pay for loss caused by or resulting from any such reservation, exception or restriction.