

## **SECTION III. A. MISCELLANEOUS EQUIPMENT**

### **I. INSURING AGREEMENT**

Underwriters agree to pay to or on behalf of the Insured the value of cameras, camera equipment, sound and lighting equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment, portable computer equipment, mobile dressing room and honey wagon trailer units, and similar miscellaneous equipment, owned by the Insured, or which is the property of others for which the Insured is liable, and which is lost, damaged or destroyed during the term of coverage (defined in Paragraph IV) caused by the perils insured against, while such property is used or to be used in connection with the insured production(s).

### **II. PROPERTY NOT COVERED**

This coverage does not insure:

- a. film, videotape, or soundtracks;
- b. props, sets or wardrobe, as defined under Section III A. of this policy;
- c. permanent buildings, office contents, improvements and betterments;
- d. aircraft (including gliders and hang-gliders); watercraft; railroad cars or equipment;
- e. motor vehicles licensed for highway use; or
- f. mobile equipment vans, studio location units, motor homes, or similar type units.

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

- a. Underwriters limit of liability with respect to any one occurrence shall not exceed the amount stated in the schedule in connection with the insured production(s).
- b. Underwriters liability for loss shall only be to pay the amount in excess of the deductible stated in the schedule for each separate loss.

### **IV. TERM OF COVERAGE**

Coverage under this Section commences and expires as stated in the declaration.

### **V. 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.

### **VI. 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. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents, or wet or dry rot;

- b. damage sustained while the property is being actually worked upon or loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than whilst in use on location);
- e. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;
- f. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured; or
- g. theft while Insured Property is left unattended in a Public Place.

For the purposes of this Exclusion

- i) Unattended shall mean any circumstance in which an item can be stolen or removed without the immediate intervention of the Insured or their representative.
  - ii) Public Place shall mean any place to which the public have unrestricted and/or uncontrolled access including but not limited to public transport, offices, shops, restaurants, bars and hotels except private rooms being used by the Insured provided the room is locked when unoccupied.
- h. theft from unattended vehicles unless the doors windows and other openings of the vehicle are fully closed and locked and any alarm put into operation and the insured property is concealed from view at all times.

## **VII. VALUATION**

Cameras, camera equipment, sound equipment and lighting equipment will be valued at the full cost to repair or replace such property at the time of loss (without deduction for depreciation) if such property is actually repaired or replaced within a reasonable period of time following loss. The payment shall not exceed the amount actually spent to repair or replace the property for the same use. If not repaired or replaced, such property will be valued at its actual cash value on the date of loss.

All other property will be valued at actual cash value as of the date and location of loss, damage or destruction, not exceeding, however, the amount which it would cost to repair or replace such property with material of like kind and quality, whichever is less.

## **VIII. GENERAL POLICY CONDITIONS**

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