
Film Production Package

Policy Document

Contents

General Declarations

Schedules

Lloyd's Certificate

Coverage Parts

I. Extended Pre-Productions Cast Insurance

Cast Insurance

II. Negative Film & Videotape

Faulty Stock & Camera Processing

III. Miscellaneous Rented Equipment

Hired and Non-Owned Auto Physical Damage

IV. Extra Expense

Utility Failure to Supply

Civil Authority

V. Props, Sets & Wardrobe

Animal Coverage

VI. Third Party Property Damage Liability

VII. Office Contents

Electronic Data Processing

VIII. Money & Currency

IX. Additional Coverage

Furs, Jewelry, Arts & Antiques

X. Definitions

XI. General Policy Conditions



New Empire Entertainment Insurance Services, Inc.

1216 Hermosa Avenue, Suite A
Hermosa Beach, CA 90254
www.neeis.com

Telephone: (310) 265-3800
Fax: (310) 265-3805
License No. 0G13492

DECLARATIONS

Policy Number:

Previous Policy Number:

Producer	Underwriters
New Empire Entertainment Insurance Services, Inc. 1216 Hermosa Avenue Suite A Hermosa Beach, CA 90254	Underwriters at Lloyd's of London, Barbican Syndicate 1955 33 Gracechurch Street London, EC3V 0BT

1. Named Insured:

2. Mailing Address:

3. Policy Period: From: _____ to: _____

at 12:01 A.M. standard time at your mailing address shown above.

4. Business Description:

5. Forms Attached at Inception: See schedule of forms and endorsements.

6. Premium

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Production Package
Terrorism
Surplus Lines Tax
Stamping Office Fee
Policy Fee

TOTAL

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

The Producer hereby certifies that, pursuant to the instructions of the Named Insured and acting on behalf of the Named Insured, insurance as described herein has been effected with certain Underwriters at Lloyd's of London as follows: 100% Barbican Syndicate 1955.

The insurance as described herein has been placed pursuant to California Insurance Code, Sections 1760 through 1780, and has been placed in insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

The Producer has received advice in the ordinary course of business that such insurance has been placed with certain Insurance Underwriters at Lloyd's, London, whose names and the proportions underwritten by them can be ascertained from said Producer (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein. Underwriters have agreed to bind themselves each for his own part and not one for another, their heirs, executors and administrators.

The Named Insured is requested to read this certificate, and if not correct, return it immediately to the Producer for appropriate alteration.

Barbican Managing Agency Limited manages Syndicate 1955 at Lloyd's and is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It is registered in England and Wales under company number 6948515 with its Registered Office at 33 Gracechurch Street, London EC3V 0BT.

Dated at: Hermosa Beach, CA

This _____ day of _____



Authorized Representative

SCHEDULE: FILM PACKAGE

Policy Number:

Period of Insurance: to

Policy Number:

Agreement Number: SOL117/17

Unique Market Reference (UMR): B1150SOL117170K

Name of the Insured:

Address of the Insured:

Insured Production:

and as defined in this Policy and any Endorsements attached to this Policy.

Net Insurable Production Costs:

Pre-Production Period: to

Period of Principal Photography: to

Filming Locations:

Premium:

Terrorism

Surplus Lines Tax

Stamping Office Fee

Policy Fee

Total:

All amounts listed are in U.S. Dollars.

SCHEDULE OF LIMITS

Policy Number:

Period of Insurance: to

<u>COVERAGE</u>		<u>LIMIT OF LIABILITY</u> Per Occurrence	<u>DEDUCTIBLE</u> Per Claim
Section I	A. Extended Pre-Production Cast Insurance B. Cast Insurance		
Section II	A. Negative Film and Videotape B. Faulty Coverage		
Section III	A. Miscellaneous Equipment B. Hired & Non-Owned Auto Physical Damage		\$7,500 X-Ray Damage
Section IV	A. Extra Expense B. Utility Failure to Supply C. Civil Authority		
Section V	A. Props, Sets and Wardrobe B. Animal Coverage		
Section VI	Third Party Property Damage Liability		
Section VII	A. Office Contents B. Electronic Data Processing and Equipment		
Section VIII	Money & Currency		
Section IX	Additional Coverage A. Furs, Jewelry, Arts & Antiques		

SCHEDULE OF INSURED PERSONS

Policy Number:

Period of Insurance: _____ to _____

Section I. B. Cast Insurance

[illegible]

There is no coverage until the names of cast persons are accepted and approved by Underwriters in writing, whereupon Accident Risks Only coverage will apply pending receipt of medical or other required declarations are approved by Underwriters in writing. Cast Insurance is subject to an exclusion for any loss(es) arising from hazardous pastime activities, unless agreed to by Underwriters in writing.

SCHEDULE OF INSURED ANIMALS

Section V. A. Props, Sets and Wardrobe

Type	Number	Value	Effective Date
------	--------	-------	----------------

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number:

Period of Insurance: to

--



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

New Empire Entertainment Insurance Services
1216 Hermosa Ave
Suite A
Hermosa Beach
California 90254
USA

SECTION I. A. EXTENDED PRE-PRODUCTION CAST INSURANCE

I. INSURING AGREEMENT

- a. Underwriters agree to pay the Insured such ascertained net loss (as defined in paragraph IV.) as the Insured shall solely sustain by reason of any person designated for insurance as Scheduled being necessarily prevented by their death, injury or sickness occurring during the period of insurance afforded by this Section:
 - (a) From commencing or completing their respective duties or performances during the extended pre-production period described herein, or
 - (b) From starting Principal Photography (including the normal pre-production period thereof), of the insured production(s).
- b. Underwriters further agree to pay to the Insured such loss (as defined in Section I.B. Paragraph IV.), directly arising out of the kidnapping of any person designated for insurance as Scheduled. 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. TERM OF COVERAGE

Coverage under this Section shall apply only during the period of time shown in the policy. This policy only covers losses that occur during the policy period.

IV. DEFINITION OF LOSS

- a. "Loss" as used in this coverage extension shall mean any extra expenditure incurred by the Insured before the beginning of the Principal Photography (including the normal pre-production period) of the insured production(s) over and above the expenditures resulting from an occurrence of any one or more of the occurrences specified in Paragraph I.
- b. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably and practically prevents the start of Principal Photography of the insured production(s), the Insured has the option to abandon the production and claim under this Section for such actual expenditures as have been rendered entirely valueless solely by reason of the happening of one or more of the occurrences specified in Paragraph I.

V. SPECIAL CONDITIONS

All of the terms and conditions of Section I.B. - Cast Insurance shall apply to this Section except as noted or amended as follows:

- a. The Insured agrees that each person to be Insured shall be examined not more than seven working days prior to the start of this coverage extension, and in accordance with the other provisions of Paragraph III. c of Section I.B. - Cast Insurance.
- b. Underwriters shall have the right of re-examination of the person(s) designated for this insurance and, if requested, the Insured agrees to have such persons re-examined not more than 21 days prior to the first date of Principal Photography of the insured production(s).

- c. Underwriters shall have the right to incorporate and apply any new restrictions, limitations or exceptions determined as a result of such re-examination within the terms and conditions of coverage provided under Section I.B. - Cast Insurance.

VI. GENERAL POLICY CONDITIONS:

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

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.

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.

SECTION II. B. FAULTY COVERAGE EXTENSION

It is hereby understood and agreed that coverage is provided for Faulty Perils as defined below and for the limits of liability as scheduled in this policy.

Faulty Perils Definition

- a. The use of faulty materials (as defined in Insuring Agreement Paragraph I above), faulty equipment;
- b. faulty developing, editing, or processing;
- c. cutting, cueing or other laboratory work; or accidental erasure of videotape recordings or sound tracks;
- d. accidental exposure to light.

VII. DEFINITION OF LOSS

- a. "Loss" as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same costs as defined in Paragraph XIII. of the General Policy Conditions) incurred by the Insured in completing the insured production(s) over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing the insured production(s), however, excluding 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 schedule deadlines, delivery dates, release dates, air dates or 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 shall have the option 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 they 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.

VIII. SPECIAL WARRANTIES

To the extent that failure by the Insured to abide by the following special representations increases the risk of loss or damage or results in loss or damage under this Section, such failure shall void Underwriters' obligation and defeat recovery hereunder.

- a. It is warranted by the Insured that artwork drawings, software and related material used to generate visual images, and computer images and animation cells are to be kept until suitable and acceptable protection copies have been made of the insured production(s). Damage or loss to any of these materials and drawings which have already been used to generate satisfactory visual images shall not result in a loss under this policy unless the material used to record the visual images is also damaged, requiring reproduction of the original material as well as the recorded material.

It is further warranted that wherever possible The Insured must maintain up to date duplicate copies of software programs & store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held.

- b. It is warranted by the Insured that unprocessed negative film will be sent for processing as soon as practicable, but in no event in excess of the processing intervals declared as at the time of inception of coverage, unless otherwise endorsed hereon.

It is further warranted that all developed negative film and recorded videotape material will be checked for technical acceptability as soon as is reasonably practical after processing and/or recording. The format used for checking should be to a standard for all elements of technical acceptability including but not limited to soft focus, accumulation of dirt and debris, negative scratches and videotape dropout, can be seen and identified at the time initial inspection takes place. In the event that the accumulated material exceeds material from a shooting period of up to 72 hours Underwriters liability will be restricted to the costs of reproducing/reinstating material for said period i.e. 72 hours.

- c. It is warranted by the Insured that cameras, lenses and related equipment, including sound equipment are fully tested by the Insured in accordance with the highest standards of the industry and proved to be sound at the start of filming or taping of any insured production(s).
- d. It is warranted by the Insured that the digital dailies will be backed up and duplicated and will go through a process of assessment for technical acceptability as soon as practicable, but in no event in excess of the backing up and quality control intervals declared as at the time of the inception of coverage, unless otherwise endorsed hereon.

It is further warranted that this process is carried out when practicable on set and at regular intervals.

IX. GENERAL POLICY CONDITIONS

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

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.

SECTION III. B. HIRED AND NON-OWNED AUTO PHYSICAL DAMAGE

Section IV. A. Miscellaneous Equipment is amended as follows:

The section below is deleted in its entirety.

II. PROPERTY NOT COVERED

- e. motor vehicles licensed for highway use, or
- f. mobile equipment, vans, studio location units, motor homes, or similar units.

The section below is revised to include subsection c.

III. LIMIT OF LIABILITY AND DEDUCTIBLE

- a. With respect to loss of, damage to, or destruction of motor vehicles, mobile equipment, vans, studio location units, motor homes or similar units, used by the insured in connection with an insured production, the sum of 10% of the loss, subject to a minimum of \$1,500 per vehicle and a maximum of \$10,000 per vehicle, shall be deducted from each adjusted claim hereunder, in lieu of the deductible stated on the Declarations page as the deductible for Miscellaneous Equipment.

SECTION IV. A. EXTRA EXPENSE

I. INSURING AGREEMENT

Underwriters agree to pay to the Insured such loss (as further defined in Paragraph VIII., but not including loss of earning or profit) as the Insured shall sustain by reason of such extra expense as the Insured necessarily incurs in the event of the interruption, postponement or cancellation of the insured production(s) as a direct and sole result of loss of, damage to, or destruction of property or facilities contracted by the Insured for use in connection with such production caused by the perils insured against, and occurring during the term of coverage (defined in Paragraph III.)

II. 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.

III. TERM OF COVERAGE

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

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. 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.
- b. damage sustained while the property is being actually worked upon and directly resulting therefrom, nor 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, hail, or wind damage to property stored in the open (other than whilst in use on location however this is subject to the insured taking all necessary precautions taking into account local terrain/weather conditions in order to protect such property);
- e. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured;
- f. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;
- g. loss of, or damage to, film, videotape or soundtracks; or

- h. loss of use or replacement of animals due to any cause.
- i. loss of, or damage to software and/or hardware as a result or in consequence of a virus or similar mechanism or resulting from hacking.

VI. SPECIAL EXCLUSION

It is specifically agreed that Underwriters shall not be liable for any direct or indirect property loss or for expenditures incurred in the purchase, construction, repair or replacement of any property.

VII. COVERAGE EXTENSION

As respects portable generators, camera equipment, sound equipment or lighting equipment, provided such generators, camera equipment, sound equipment or lighting equipment were fully tested and proven to be in good working condition prior to being used, the exclusions of mechanical breakdown, short circuit or other electrical injury, disturbance or failure whether due to external or internal causes shall not apply.

VIII. DEFINITION OF LOSS

- a. "Loss" as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same costs as defined in Paragraph XIII. of the General Policy Conditions) incurred by the Insured in completing Principal Photography of the insured production(s) over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing the Principal Photography, however, excluding 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 schedule deadlines, delivery dates, release dates, air dates or 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 the completion of Principal Photography irrespective of any completion and/or delivery date requirements, the Insured shall have the option to abandon Principal Photography subject to Underwriters prior agreement and claim under this Section for such actual expenditures incurred prior to and during Principal Photography 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 they 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.

IX. GENERAL POLICY CONDITIONS

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

SECTION IV. B. UTILITY FAILURE TO SUPPLY

We will pay the actual and necessary loss you sustain as Extra Expense during the "Period of Restoration" due to the interruption, postponement or cancellation of an "Insured Production". But:

The interruption, postponement or cancellation must be the direct result of a Failure of a Covered Utility at facilities occupied or scheduled to be occupied by signed agreement for the "Insured Production"; and

The Failure of the utility must be the result of direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the "Term of Coverage".

For the purposes of this Coverage Extension:

- (1) Failure includes lack of sufficient capacity and reduction in supply.
- (2) Covered Utility means electric power, water, heat including steam.
- (3) Covered Property means property necessary to supply the facilities with the applicable utility.
- (4) Extra Expense has the meaning described in the Extra Expense Coverage form, with the following additional exclusions:
Extra Expense does not include:
 - (a) Expense to repair or replace property, including animals; or
 - (b) Expense payable under any other Coverage of this policy.

LIMITS OF INSURANCE

The most we will pay for loss to which this Coverage Extension applies in any one occurrence is the Limit of Insurance shown in the Schedule. The limit applicable to this Coverage Extension is in addition to the policy Limits of Insurance.

DEDUCTIBLE

For the purposes of this Coverage Extension, the Deductible described below applies instead of the Deductible described in Part IV. Deductible or otherwise applicable to the loss.

We will not pay for loss in any one occurrence until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

ADDITIONAL DEFINITION

"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.

SECTION VI. C. CIVIL AUTHORITY COVERAGE

I. COVERAGE

- a. Underwriters will pay the actual and necessary loss you sustain as Extra Expense due to the interruption, postponement or cancellation of an "Insured Production". But:
- (1) The interruption, postponement or cancellation must be directly caused by action of Civil Authority during the "Term of Coverage";
 - (2) The action of Civil Authority must result from a Covered Cause of Loss;
 - (3) The action of Civil Authority must prohibit access to facilities or result from a withdrawal of the permit allowing you to use facilities being used or to be used in connection with the "Insured Production"; and
 - (4) Civil Authority Coverage applies only to the interruption, postponement or cancellation of the "Insured Production" being filmed or taped in the United States of America.

This Coverage will apply for a period of up to 5 consecutive days from the date of the action of Civil Authority. The expiration date of this policy will not cut short this period.

- b. Extra Expense, as used in this Coverage, means the following expenses you incur that you would not have incurred had there been no interruption, postponement or cancellation of the "Insured Production":
- (1) Necessary additional "Costs" incurred to avoid or minimize the interruption, postponement or cancellation of the "Insured Production"; and
 - (2) Necessary expenses incurred to the extent they reduce the amount of loss that otherwise would be payable under this Coverage. Extra Expense does not include:
 - (a) Loss of earnings or profit;
 - (b) Expense to repair or replace property, including animals; or
 - (c) Expense payable under any other Coverage of this policy.
- c. Covered Cause of Loss means the following:
- (1) Weather Conditions;
 - (2) Direct physical loss of or damage to property you own or occupy, caused by or resulting from fire;
 - (3) Riot or civil commotion; and
 - (4) Natural disasters, such as earthquake or flood.

The Causes of Loss described in paragraphs (2), (3) and (4) must occur within a five mile radius of the facilities necessary for the "Insured Production".

II. ADDITIONAL EXCLUSIONS

For the purposes of this Coverage, the following exclusions apply in addition to the exclusions described in Part V. of the Policy Conditions - Exclusions Applicable To All Coverages of This Policy.

Underwriters will not pay for Extra Expense loss caused by or resulting from any of the following:

- a. Failure or inability to secure any required license, permit or authorization;
- b. Suspension, lapse or cancellation of any license, permit, authorization, lease or contract;
- c. Actions by any person or organization other than the authorized Civil Authority;
- d. Your failure or inability to comply with any requirement or follow any procedure necessary for the issuance of any permit or authorization;
- e. Any violation of the terms or conditions of a permit or authorization; or
- f. Refusal or revocation of any permit or authorization due to a violation of any existing civil or criminal codes.

III. LIMITS OF INSURANCE

The most Underwriters will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Civil Authority coverage.

IV. DEDUCTIBLE

Underwriters will not pay for loss in any one occurrence until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the deductible amount shown in the Declarations for Civil Authority Coverage. Underwriters will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

V. METHOD OF VALUATION

- a. The amount of your loss will be determined based on:
 - (1) All "Costs" that exceeds the amount of "Costs" you would have incurred if there had been no interruption, postponement or cancellation of the "Insured Production"; and
 - (2) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. Underwriters will reduce the amount of your loss to the extent you can resume the "Insured Production" and discontinue Extra Expense or do not resume the "Insured Production" as quickly as possible.

Underwriters will pay based on the length of time it would have taken to resume the "Insured Production" as soon as possible.

- c. The following provision applies only when this Coverage is part of the MPTV Producers Portfolio or the DICE Producers Portfolio:

If you abandon an "Insured Production" that has been made substantially valueless solely because the interruption, postponement or cancellation reasonably, practically and necessarily prevents you from completing the "Insured Production", irrespective of any completion or delivery date requirements for the "Insured Production", Underwriters will pay as loss the total "Costs" you have incurred for the "Insured Production".

VI. ADDITIONAL CONDITION

For the purposes of this Coverage, the following Condition applies in addition to the Policy Conditions.

Additional Duty In The Event of Loss or Damage

The following is added to Policy Condition I.f. - Duties In The Event of Loss Or Damage:

Unless you intend to abandon the "Insured Production", you must resume the "Insured Production" as quickly as possible.

VII. ADDITIONAL DEFINITIONS

For the purposes of this Coverage, the following definitions apply in addition to the definitions described in Part IV. of the Policy Conditions - Definitions Applicable to All Coverages of This Policy:

a. "Costs":

- (1) If this Coverage is part of the MPTV Producers Portfolio, "Costs" means "Insurable Production Cost".
- (2) If this Coverage is part of the DICE Producers Portfolio, "Costs" means "Gross Production Costs".
- (3) When this Coverage is part of the Theatrical Productions Portfolio, "Costs" means expenses other than the following:
 - (a) Bad debts or collection expenses;
 - (b) Royalties, residuals, premiums paid for this insurance, interest on loans, personal or real property taxes;
 - (c) Story, scenario, music rights, sound rights; and
 - (d) Administrative costs not directly related to an "Insured Production".

b. "Term of Coverage":

- (1) If 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.
- (2) If this Coverage is part of the DICE Producers Portfolio, "Term of Coverage" means the policy period.
- (3) When this Coverage is part of the Theatrical Productions 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 the date the "Insured Production" is completed, whichever occurs first.

SECTION V. A. PROPS, SETS AND WARDROBE

I. INSURING AGREEMENT

Underwriters agree to pay to or on behalf of the Insured the value or props, sets, scenery, costumes, wardrobe and similar theatrical property owned by the Insured, or which is the property for which the Insured is liable, that 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), including loss of use of property of others for which the Insured is legally liable.

II. PROPERTY NOT COVERED

This coverage does not insure:

- a. cameras, camera equipment, sound and lighting equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment, mobile dressing room and honey wagon trailer units, and similar miscellaneous equipment;
- b. plant life, (unless used as part of a theatrical set), animals, accounts, bills, currency or money, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports and railroad, airline or other tickets;
- c. permanent buildings or structures, including, but not limited to, improvements and betterments. This exclusion does not apply to buildings or structures constructed in connection with the insured production(s);
- d. furniture and fixtures unless used or intended to be used as part of theatrical set;
- e. aircraft (including gliders and hang-gliders), watercraft (value of which is in excess of \$20,000, or the equivalent in any other currency), railroad cars or equipment, motorcycles, motor vehicles or other conveyances, except (1) while being used as part of a theatrical set and not in motion, or (2) while in transit to and from a set and not being self-propelled;
- f. film, videotape soundtracks unless used as a prop on a theatrical set.

III. LIMIT OF LIABILITY AND DEDUCTIBLE

- a. Underwriters limit of liability for any one occurrence shall not exceed the amount stated in the schedule in connection with the insured production(s), except that with respect to antiques, objects of art, rugs, furs, jewelry, precious or semiprecious stones/metals/alloys, Underwriters shall not be liable for more than \$50,000 (or the equivalent in any other currency), with respect to any one occurrence.
- 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 declarations.

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

This coverage does not insure against loss or damage directly or indirectly caused by or resulting from:

- 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;
- g. 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

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. DEBRIS REMOVAL EXTENSION

Underwriters agree to pay the additional costs necessarily & reasonably incurred by the Insured in

- a. removing set debris
- b. dismantling and/or demolishing damaged sets

As a direct result or consequence of the happening of an Insured Loss as defined in Paragraph I above. The limit of liability in respect of this extension is \$50,000.

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.

SECTION VI. THIRD PARTY PROPERTY DAMAGE LIABILITY

I. INSURING AGREEMENT

Underwriters agree to pay to or on behalf of the Insured all amounts which the Insured shall become legally obligated to pay as damages because of loss of, injury to, or destruction of property of others during the term of coverage (defined in Paragraph III.) while such property is in the care, custody, or control of the Insured and is used or to be used in connection with the insured production(s) including loss of use of property of others for which the Insured is legally liable.

II. 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 as stated in the schedule for each separate loss.

III. TERM OF COVERAGE

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

IV. 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. liability for injury to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured;
- b. liability for injury to or destruction of motor vehicles, aircraft, watercraft, or railroad cars or equipment;
- c. liability for injury to or destruction of personal property which can be covered as props, sets, or wardrobe, or any miscellaneous equipment used or to be used in connection with the insured production(s) which is rented to or leased by the Insured;
- d. liability for damage to or destruction of premises, rented to or leased by the Insured for any purpose other than location filming in connection with the insured production(s);
- e. liability for loss or damage arising out of shortage of inventory, unexplained loss, or mysterious disappearance;
- f. liability for loss of or injury to any animal;
- g. liability for loss of, damage to or destruction of premises and/or property used as living quarters for the Insured's cast and crew;
- h. liability for loss of, or damage to, film, tapes, or soundtracks.
- i. liability for loss of, or damage to antiques, objects of art, rugs, furs, jewelry, precious or semiprecious stones/metals/alloys unless values for items in the Insured's care, custody or control had been specifically prior declared to Underwriters.

V. DEFENSE, SUPPLEMENTARY PAYMENTS

With respect to such insurance as is afforded by this coverage, Underwriters will:

- a. defend any suit against the Insured alleging such damages which are payable under the terms of this coverage, even if any of the allegations of the suit are groundless, false or fraudulent;
- b. pay within the applicable limit of liability:
 1. all expenses incurred by Underwriters, all costs taxed against the Insured in any such suit, and all interest on that part of any judgment entered and which accrues after entry of the judgment and before Underwriters have paid or tendered or deposited in court that part of the judgment on Claims covered by this Policy which does not exceed the applicable limit of Underwriters liability;
 2. premiums on appeal bonds required in such suit, and premiums on bonds to release attachments for the amount not in excess of the applicable limit of liability of this coverage, but without any obligation to apply for or furnish any such bonds; and
 3. all reasonable expenses other than loss of earnings, incurred by the Insured at Underwriters request.

VI. OTHER INSURANCE

It is agreed that this insurance shall be considered primary, but not exceeding the limit of liability of this section. However, if there is other similar Third Party Property Damage Liability Insurance in existence, this policy shall be pro rata with such other insurance.

VII. CONTINUING HIRE CHARGES EXTENSION

Underwriters will indemnify the Named Insured in respect of loss of hiring charges for which the Named Insured is responsible under the standard industry conditions of hire.

However

- a. Underwriters shall not be liable for hiring charges for more than thirteen (13) weeks from the date of loss or damage or for more than twenty five (25) per cent of the amount shown in the Schedule to this Section whichever is less.
- b. Underwriters shall not be liable for the Deductible stated in the Schedule
- c. the Named Insured must notify Underwriters and the hirer immediately if there is a problem and must return the equipment to the hirer within 48 hours of discovery of damage

It is further understood and agreed that Underwriters will agree to pay to any Third Party Hirer any reasonable "cross hire" charges which are incurred directly and solely as a result of an insured loss which may be incurred in order to reduce the Hirers Loss of Use Charges.

It is further understood and agreed that Underwriters will not be liable for any continuing hire charges as a result of the Named Insured's failure to settle any bill or invoice in accordance with any payment terms.

It is further understood and agreed that Underwriters will not be liable for any exacerbation of loss of any continuing hire charges as a result of unavailability of replacement parts if the replacement Equipment or Parts cannot be obtained within a period of 30 days.

VII. GENERAL POLICY CONDITIONS

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

SECTION VII. A. OFFICE CONTENTS

I. INSURING AGREEMENT

- a. Underwriters agree to pay to or on behalf of the Insured the value of business personal property usual to the office occupancy of the Insured including furniture, fixtures, equipment and supplies not otherwise covered under this policy, 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 on the premises scheduled herein or at other locations used in the insured production(s) and while in transit, but not including loss of use.
- b. This coverage shall also include Tenant's improvements and Betterments, meaning the Insured's use and interest in fixtures, alterations, installations, or additions constituting a part of the building occupied but not owned by the Insured and made or acquired at the expense of the Insured, exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.

II. PROPERTY NOT COVERED

This coverage does not insure:

- a. antiques, objects of art, rugs, furs, jewellery, precious or semiprecious stones/ metals/alloys, animals, plant life, accounts, bills, currency, stamps, deeds, evidences of debt, documents, money, notes, securities, letters of credit, passport, credit cards and railroad, airline or other tickets; or
- b. film, tape, props, sets, wardrobe, miscellaneous equipment, or any other property which could be included under any other section of this policy.

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 declarations.

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.

- b. damage sustained while the property is being actually worked upon and directly resulting therefrom, nor 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.
- 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 of portable laptop computers outside normal business hours unless such theft occurs from locked draws/cabinets.

VII. VALUATIONS

Property will be valued at the full cost to repair or replace the property at the time of loss (without deduction for depreciation) if the 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, the property will be valued at its actual cash value on the date of loss.

VIII. GENERAL POLICY CONDITIONS

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

SECTION VII. B. ELECTRONIC DATA PROCESSING

I. COVERAGE

Underwriters will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss. The loss or damage must commence during the policy period.

a. Covered Property, as used in this Coverage, means:

- (1) "Computer Equipment", "Data" and "Media" owned by you; and
- (2) Similar property of others in your care, custody or control and for which you are legally liable.

b. Property Not Covered

Covered Property does not include:

- (1) Property leased or rented to others while away from your premises described in the Declarations;
- (2) Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to "Data" and then only in that form;
- (3) Contraband or property in the course of illegal transportation or trade; or
- (4) Stock in Trade.

c. Covered Causes of Loss

- (1) With respect to "Media", Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.
- (2) With respect to "Computer Equipment" and "Data", Covered Causes of Loss means:
 - (a) Mechanical Breakdown;
 - (b) Artificially Generated Electrical Current creating a short circuit or other electric disturbance within an article covered under this Coverage;
 - (c) Dryness or dampness of atmosphere, changes in or extremes of temperature, or rust or other corrosion directly caused by direct physical loss of or damage to the air-conditioning system that specifically services the "Computer Equipment".

This Cause of Loss applies only when the direct physical loss or damage to the air-conditioning system is caused by Mechanical Breakdown or Artificially Generated Electrical Current described in (a) and (b) above.

d. Additional Coverage

Extra Expense

- (1) Underwriters will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:
 - (a) Covered Property at your premises or in transit;
 - (b) The air conditioning system that specifically services your "Computer Equipment";

- (c) The building in which the Covered Property is located if the building is damaged to an extent that prevents access to the Covered Property; or
 - (d) The electrical system that specifically services your data operation if the damage to the system occurs inside, or within 100 feet of, the building housing your "Computer Equipment".
- (2) Extra Expense means the following necessary expenses you incur during the "Period of Restoration" that you would not have incurred if there had been no direct physical loss or damage to property:
- (a) Expenses to avoid or minimize the suspension of business and to continue your business operations at:
 - (i) The described premises; and
 - (ii) Replacement premises or temporary premises. These expenses include relocation expenses and costs to equip and operate the replacement or temporary locations;
 - (b) Expenses to minimize the suspension of your business if you cannot continue business operations; or
 - (c) Expenses to:
 - (i) Repair or replace any Covered Property; or
 - (ii) Research, replace or restore the lost information stored on Covered Property;
- to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.
- (3) If you intend to continue your business operations at the described premises, you must resume your business operations as quickly as possible.
- (4) The amount Underwriters will pay for loss or damage under this Additional Coverage is included in the applicable Limit of Insurance for this Electronic Data Processing Coverage.

II. EXCLUSIONS

- a. Underwriters will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
- (1) Seizure or destruction of property by order of governmental authority.

But Underwriters will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a Covered Cause of Loss in order to protect Covered Property.
 - (2)
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - (3)
 - (a) Any weapon employing atomic fission, atomic fusion or radioactive force; or

- (b) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, Underwriters will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage.

Exclusions a.(1) through a.(3) apply whether or not the loss event results in widespread damage or affects a substantial area.

b. Underwriters will not pay for loss or damage caused by or resulting from any of the following:

- (1) Delay, loss of use, loss of market or any other consequential loss.
- (2) Dishonest or criminal acts committed by:
 - (a) You, any of your partners, members, officers, managers, employees, leased employees, directors, trustees or authorized representatives;
 - (b) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (c) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- (3) Unauthorized instructions to transfer property to any person or to any place.
- (4) Virus, harmful code or similar instruction introduced into or enacted on a computer system (including "Data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.
- (5) Programming errors or incorrect instructions.
- (6) Work upon the property.

But if work upon the property results in fire or explosion, Underwriters will pay for direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage.

- (7) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

c. Underwriters will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, Underwriters will pay for the loss or damage caused by that Covered Cause of Loss:

- (1) Wear and tear, depreciation.
- (2) Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
- (3) Insects, vermin or rodents.

d. Underwriters will not pay for any Extra Expense loss caused by suspension, lapse or cancellation of any license, lease or contract.

III. LIMITS OF INSURANCE

The most Underwriters will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

IV. DEDUCTIBLE

Underwriters will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable limits of insurance exceeds the deductible amount shown in the Declarations for Electronic Data Processing Coverage. Underwriters will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

V. CONDITIONS

Except as described below, this Coverage is subject to the Loss Conditions and General Conditions contained in the forms made a part of this policy.

Except as described below, this Coverage is not subject to the Special Conditions and Additional Conditions contained in the forms made a part of this policy.

a. Insurance to Value

This Condition, if contained in the forms made a part of this policy, does not apply to this Coverage.

b. Method of Valuation

(1) The value of your "Computer Equipment" will be:

- (a) The cost of replacing the equipment with new property functionally identical to the damaged equipment if replaced; or
- (b) Actual cash value if the property is not repaired or replaced.

In the event of partial damage to an item of "Computer Equipment", Underwriters will not pay more than the cost of reasonably restoring the property to its condition immediately prior to the loss.

(2) The value of "Computer Equipment" owned by others will be actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

(3) The value of "Data", whether owned or not, will be the actual cost to reproduce. If the "Data" is not replaced or reproduced, Underwriters will pay the cost of the value of the "Media" with no stored "Data".

(4) The value of "Media", whether owned or not, will be determined as follows:

- (a) The value of each item of property that is specifically declared and described in the Declarations is the applicable Limit of Insurance shown in the Declarations for that item.
- (b) The value of other property is the cost to repair or replace the "Media" with substantially identical property.

(5) (a) The amount of your Extra Expense Loss will be determined based on all covered expenses you incur during the "Period of Restoration" that you would not have incurred if there had been no direct physical loss or damage to property.

(b) Underwriters will reduce the amount of your Extra Expense loss:

- (i) By the salvage value that remains of any property bought for temporary use as a result of the direct physical loss or damage; and
- (ii) To the extent you can return your business operations at the described premises to normal and discontinue such Extra Expense.
- (c) If you do not resume your business operations at the described location, or do not resume such operations as quickly as possible, Underwriters will pay based on the length of time it would have taken to resume the operations as quickly as possible.

c. Policy Period

Underwriters cover loss or damage commencing during the policy period stated in the Declarations.

d. Premium

This Coverage is subject to the Premium Condition described in the forms made a part of this policy.

VI. DEFINITIONS

For the purposes of this Coverage:

a. "Computer Equipment" means:

- (1) Your programmable electronic equipment that is used to store, retrieve and process data. It includes their component parts and air conditioning, fire suppression equipment and electrical equipment used exclusively in your computer operations; and
- (2) Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

"Computer Equipment" does not include "Data" or "Media".

b. "Data" means

- (1) Data stored on "Media"; and
- (2) Programming records used for electronic data processing or electronically controlled equipment.

c. "Media" means electronic data processing, recording or storage media such as software, films, tapes, discs, drums or cels.

d. "Period of Restoration" means the period of time that:

- (1) Begins with the date of loss caused by or resulting from a Covered Cause of Loss at a covered location; and
- (2) Ends on the date when the property at the covered location should be repaired, rebuilt or replaced with reasonable speed and similar quality.

SECTION VIII. MONEY & CURRENCY

All amounts listed are in U.S. Dollars

Coverage

Loss of money from any cause whatsoever while:

- A. In transit in the custody of the Insured or his authorized representative, to and from the Bank or Post Office and the Insured's premises or while on location.
- B. Within any of the premises specified in the Schedule
 - 1. when open for business and not left unattended.
 - 2. when closed for business BUT limited to \$250 any one loss unless such money is in a locked safe or vault.
- C. Contained in the private residences of the Insured or of a principal or employee of the Insured.
- D. Contained in a Bank Night Safe or vault until removed by a Bank Official.
- E. Contained in hotel safes overnight.
- F. Loss of or damage done by thieves to safes, or vault or any case, bag, or garment containing money insured herein.
- G. Loss of or damage to the clothing of any principal or employee of the Insured as a result of an assault on such principal or employee by any person stealing or attempting to steal money insured herein.
- H. Crossed checks, electronic payment transfers, bankers drafts, money orders, postal orders, national insurance stamps, national savings certificates, credit company sale vouchers and any value added tax or local tax purchase invoices.

I. INSURING AGREEMENT

Underwriters will indemnify the Insured for loss of money and loss of or damage caused by theft or any attempt thereat to any of the specified safes or vaults containing the money, and loss of or damage to the clothing of any principal or employee as a result of an assault on such person by any thief stealing or attempting to steal money insured herein.

II. LIMIT OF LIABILITY AND DEDUCTIBLE

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

III. TERM OF COVERAGE

Coverage under this section commences and expires as stated in the declarations.

IV. PERILS INSURED

This coverage insures against all risks of direct physical loss or damage to the property described in Paragraph I. from any 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:

1. Loss by dishonesty on the part of any of the Insured's employees unless such loss is reported to the Insured within seven working days of its occurrence;
2. Consequential loss, loss or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions, or resulting from a safe or vault being opened by a key left on the premises out of business hours, or whenever left unattended;
3. Loss from unattended vehicles;
4. Loss of cash, bank or currency notes, open cheques or open postal orders in transit by unregistered post;
5. Loss resulting from the Insured voluntarily parting with title or possession if induced to do so by any fraudulent means or pretence by any person other than an employee;

VII. CONDITIONS

1. An accurate record shall be kept in the books of the Insured of all the money insured (including the names of all employees and the amount of wages, salaries or other earnings paid to them). The Insured shall at all times allow the Underwriters to inspect such books and within one month from the expiry of the period of insurance shall supply the Underwriters with an accurate statement of all the money insured in transit during the said period. An accurate record shall also be kept of all money in the safe(s) or vault (s) in some place other than the said safe(s) or vault(s).
2. It is a condition precedent to the liability of Underwriters that the protections and precautions provided for the safety of the insured money shall be in use at all times, and maintained in good order throughout the currency of this coverage and in no way modified without the written consent of Underwriters.
3. It is a condition precedent to the liability of Underwriters that all keys and duplicate keys of Safes, Vaults, and Alarms are removed from the Premises specified in the Schedule at all times when such Premises are closed or left unattended.
4. It is a condition precedent to the liability of Underwriters that following any happening likely to give rise to a claim the Insured will immediately:
 - a) Inform the Police, and offer them all reasonable assistance in the apprehension of the person(s) responsible and the recovery of the money
 - b) Give notification in writing to Underwriters
 - c) Provide such information and assistance as Underwriters may reasonably require.

5. The Insured must have at least two (2) personnel accompanying all carryings of money exceeding \$5,000, or its equivalent unless otherwise endorsed within this Policy.

VIII. GENERAL POLICY CONDITIONS

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

SECTION IX. ADDITIONAL COVERAGE: JEWELRY, ART & ANTIQUES

Section V A. Props. Sets Wardrobe Limits of Insurance is amended to include coverage for Furs, Jewelry, and Antiques subject to the following:

a. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for:

- (1) Furs, fur garments and garments trimmed with fur;
- (2) Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals; and
- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

This limit applies to any one occurrence, regardless of the types or number of articles that are lost or damaged in that occurrence.

SECTION IX. DEFINITIONS

The word, term or phrase as used herein means the following:

<u>Business Hours</u>	means the period during which the Insured's premises are actually occupied for business purposes and during which the Insured or his employees entrusted with money are in the premises.
<u>Employee</u>	means a person in the regular service of the Insured in the ordinary course of the Insured's business during the Policy period and whom the Insured compensates by salary, wages or commission and has the right to govern and direct in the performance of such service.
<u>Loss of eye(s)</u>	means total and irrecoverable loss of all sight.
<u>Money</u>	means cash, bank and currency notes, cheques including travellers cheques, bankers' drafts, postal orders, money orders, securities for money, current postage stamps, embossed stamps and franking machine unexpired units.
<u>Theft</u>	means unlawful carrying and taking away with intent to permanently deprive the rightful owner of the same.
<u>Bodily Injury</u>	means bodily injury which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary by such injury) occasions the death or disablement of such principal or employee of the Insured within twelve (12) calendar months from the date of the occurrence.
<u>Temporary Total Disablement</u>	means disablement which entirely prevents the injured person from attending to his usual business or occupation.
<u>Permanent Total Disablement</u>	means disablement lasting twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.
<u>Loss of a Limb</u>	means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
<u>Insured</u>	The word Insured shall include You and Assured and vice versa.

SECTION X. GENERAL POLICY CONDITIONS

Applicable To All Sections Of The Policy

I. ABANDONMENT

There can be no abandonment of any property to Underwriters unless specifically provided herein to the contrary.

II. ACCESS TO RECORDS AND EXAMINATION UNDER OATH

Underwriters or their authorized representatives shall have access to all accounts, contracts, invoices and records of the Insured relating to any insured production(s) at all times during the term of this policy or while a claim is pending, at such reasonable time and place as may be designated by Underwriters or their representatives. The Insured as often as may be reasonably required shall submit, and so far as within their power cause all other persons interested in any such insured production(s) and their employees submit, to examination under oath by Underwriters or their representatives. No such examination under oath or examination of books or documents, nor any other act of Underwriters or their representatives in connection with the investigation of any claim hereunder, shall be deemed a waiver of any defense which Underwriters might otherwise have with respect to any claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to Underwriters liability.

III. APPRAISAL

If the Insured and Underwriters do not agree on the amount of the loss, either may make a written demand for an appraisal of the loss. When this occurs, each will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will then appraise the loss, stating separately the value at the time of the loss and the amount of the loss. If the appraisers do not agree, they will submit their statements to the umpire. Agreement by the umpire and either of the appraisers will be binding. The Insured and Underwriters will equally share any other appraisal expenses and the expense of the umpire. Even though Underwriters may submit to an appraisal, Underwriters will retain their right to deny the claim.

IV. CANCELLATION

A. APPLICABLE TO SECTION I.B. CAST INSURANCE ONLY

Cast insurance may be cancelled at any time, in accordance with B. below, in which case no further production(s) shall come within the scope of this coverage. Cancellation shall not prejudice any insured production(s) on which cast insurance has attached prior to the time cancellation becomes effective except when coverage is cancelled for non-payment of premium.

B. APPLICABLE TO ALL SECTIONS OF THE POLICY

The policy may be cancelled by the Insured mailing to Underwriters written notice stating when thereafter such cancellation shall be effective. The policy may be cancelled by Underwriters by mailing to the Insured at the address shown in this policy as a last known address written notice stating when not less than ten (10) days thereafter such cancellation shall be effective, except that five (5) days written notice will be given by Underwriters when cancellation is for non-payment of premium. The Mailing of such notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by Underwriters shall be equivalent to mailing.

In the event the policy or a specific coverage is cancelled by either party, the deposit premium for the policy or the specific coverage shall be deemed fully earned unless and until the Insured submits a financial statement certified by an independent auditor approved by Underwriters and indicating

the exact figure for incurred expenses on all budget items used to determine the earned premium at the time cancellation has become effective.

Underwriters using the rate indicated in the policy shall return the difference between the deposit premium and the adjusted earned premium or the minimum premium indicated in the policy or specific coverage should this minimum premium be greater than the adjusted earned premium.

However, should the cancellation be effective prior to Principal Photography, the earned premium shall amount to twenty-five percent of the minimum premiums indicated in the policy.

V. MODIFICATIONS

This policy can only be changed by a written amendment that becomes part of the policy. The amendment must be signed by an authorized representative of Underwriters.

VI. CONCEALMENT OR MISREPRESENTATION

Coverage for any insured production(s) is void if the Insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

VII. CONFORMITY TO STATUTE

Terms of this policy which are in conflict with the statutes of the state, province or country wherein this policy is issued are hereby amended to conform to such statutes.

VIII. CONSEQUENTIAL LOSS EXCLUSION

Any consequential loss or damage which the Insured may suffer by reason of claims by third parties for failure of the Insured to fulfil any contract is hereby excluded.

IX. CONTRACT TERMS REQUIREMENT

All of the coverages afforded under this policy are subject to the provision that all contract terms for performance services, use of facilities, property, equipment and supplies are sufficiently longer than the Insured's original scheduled time for completion of the insured production(s) so as to allow a reasonable margin of time to cover possible delay in completing an insured production(s).

X. DECLARATION

The Insured agrees to declare to Underwriters the particulars of each and every production(s) (which shall include written notification and written approval by Underwriters of any increase in the number of episodes of a series of television production(s) above the number originally insured) undertaken by the Insured during the term of the policy.

XI. DEFINITION OF INSURED

The unqualified word "Insured" wherever used in this policy includes the Named Insured and any officer, stockholder, director or employee thereof while acting within the scope of their duties as such and if the Named Insured is a partnership the unqualified word "Insured" also includes any partner therein but only with respect to his liability as such.

XII. DEFINITION OF PRODUCTION

Production as used in this policy shall mean any insured Motion Picture or Television Production, a Series of Television Episodes, and/or any other insured production(s) on film or tape.

XIII. DEFINITION OF PRODUCTION COST

- a. The term "Production Cost" as used in this policy shall mean all costs chargeable directly to a insured production(s), including such amount of overhead as may be insured by the Insured at the time of the declaration of the production(s). It shall also include any loss paid under Sections I.B. (Cast), II (Negative/Faulty), or III. D. (Extra Expense). The costs of the underlying rights and materials including story, scenario, music rights, sound rights, royalties, permanent sets, owned wardrobe, owned props, owned equipment, premiums paid for this insurance policy, interest paid on loans, and personal property taxes shall not be included. However, the Insured may at the time of declaration specifically request that any of the above costs be included, except that the insurance premium for any given Section of the policy may not be included in the Production(s) Cost for that Section.
- b. As respects Cast Insurance and Extra Expense only, the term "Production(s) Cost" does not include any costs incurred after completion of Principal Photography of each production.
- c. In determining costs chargeable directly to the production, any compensation for services rendered which the Insured may owe or has paid to any partner, officer, or corporate director shall not be included except as part of overhead, unless services rendered by such individuals are in the capacity of producer, director, writer, actor, or of a similar nature, the cost of which is specifically and directly related to the production.

XIV. DUE DILIGENCE

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or any circumstance likely to give rise to a claim insured under this policy.

XV. INFIDELITY EXCLUSION

This policy does not insure against loss or damage caused by or resulting from any fraudulent, dishonest, or criminal act(s) committed alone or in collusion with others by:

- a. any employee, officer, director, partner, trustee or any other authorized representative of the Insured, whether or not such act(s) be committed during regular business hours; or
- b. others to whom the property covered hereunder may be entrusted (carriers for hire excepted).

XVI. INSPECTION AND AUDIT

Underwriters shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither Underwriters right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, and shall not commit or obligate Underwriters in any manner whatsoever.

XVII. JOINT INSURED

If more than one Insured is named in this policy, the Insured first named shall act for every Insured for all purposes of this policy. Knowledge possessed or discovery made by any Insured shall constitute knowledge possessed or discovery made by every Insured.

XVIII. NO BENEFIT TO CARRIER OR BAILEE

No person or organization having custody of insured property will benefit from this insurance, other than the Insured.

XIX. NOTICE OF LOSS

The Insured shall immediately report in writing to Underwriters or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with Underwriters or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, detailed sworn proof of loss.

XX. NUCLEAR EXCLUSION

Underwriters shall not be liable for any loss or damage caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

XXI. OTHER INSURANCE

In the event of a loss hereunder, this policy shall pro-rate any loss or expense with any other insurance covering the same loss (other than life insurance), except as provided under Section III.C. (Third Party Property Damage Liability).

XXII. PAIR, SET OR PARTS

In the event of loss or damage to:

- a. any article which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set or;
- b. any part of property covered consisting, when completed for use, of several parts, Underwriters shall only be liable for the value of the part lost or damaged.

XXIII. PAYMENT OF LOSS

All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of Underwriters. No loss shall be paid or made good if the Insured has collected the same from others.

XXIV. POLLUTION EXCLUSION

"Pollutants" means any solid, liquid, gaseous or thermal irritants, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. There is no coverage for the release, discharge, dispersal of "pollutants."

XXV. PROPERTY OF OTHERS

Underwriters may adjust losses with the owners of lost or damaged property, if other than the Insured. If Underwriters pays the owners, such payments will satisfy the Insured's claims against Underwriters for the owners' property. Underwriters will not pay the owners more than their financial interest in the insured property. Underwriters, at their own expense and within the applicable limits of liability, may also elect to defend the Insured against suits arising from claims of owners of property.

XXVI. PROTECTION OF PROPERTY

In case of loss, it shall be lawful and necessary for the Insured or their employees, independent contractors, factors, servants and assigns, to sue, labor, and travel for, in and about the defense,

safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or Underwriters in recovering, saving and preserving the property insured, in case of loss, be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be born by the Insured and Underwriters proportionately to the extent of their respective interests.

XXVII. STOP DATE LOSS

If as a result of delay in completing the original shooting schedule of an insured production(s) the Insured has the obligation of a termination date contained in a performance contract between the Insured and any person designated for insurance under this policy, such loss (referred to as a stop date loss) is not covered, except to the extent that it is directly related to a loss insured under this policy, as further defined below.

Underwriters' participation in a stop date loss will be governed by consideration of the following:

- a. if the need to incur the stop date loss is solely the result of an insured loss, the stop date loss will be recoverable in full;
- b. if the need to incur the stop date loss arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonably be said that each contributed to the stop date loss, then the extent that each contributed shall be determined and an apportionment of the stop date loss shall be made;
- c. if the need to incur the stop date loss is in no way connected with an insured loss, no part of the stop date loss will be recoverable;
- d. all of the coverage considerations afforded by this paragraph are subject to the proviso that the performance contract term is sufficiently longer than the Insured's original scheduled time for completing Principal Photography so as to allow a reasonable margin of safety (your performance contract must allow you to extend the original termination date by at least 25% of the contracted period, subject to a minimum period of not less than seven (7) shooting days) to cover possible delays in completing Principal Photography.

XXVIII. SUBROGATION

If in the event of loss, damage, expense or liability the Insured shall acquire any rights of action against any individual, firm or corporation for loss, damage, expense or liability covered hereunder, the Insured will, if requested by Underwriters, assign and transfer such claim or right of action to Underwriters or, at Underwriters option, execute and deliver to Underwriters the customary form of loan receipt upon receiving an advance of funds in respect of such loss, damage, expense or liability; and will subrogate Underwriters to, or will hold in trust for Underwriters, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and the expense of Underwriters.

XXIX. TERRITORIAL LIMITS

This policy applies to production(s) filmed or taped anywhere in the world.

XXX. TIME LIMITATIONS – SUIT

No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the Insured has fully complied with all the requirements of this policy, and unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state, province or country within which this policy is issued such limitations is invalid then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state, province or country.

XXXI. UNINSURED EVENT EXCLUSION

If any uninsured event occurs before, concurrently with or after the happening of an insured event and directly or indirectly causes or in any way contributes to cause a loss as defined herein under the terms of this policy, then the portion of any such loss so contributed to by the uninsured event shall not be a loss recoverable hereunder.

XXXII. WAR RISK & GOVERNMENTAL AUTHORITY & CIVIL COMMOTION EXCLUSION

Underwriters shall not be liable for any loss arising out of, caused directly or indirectly by:

- a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack,
 - (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - (ii) by military, naval or air forces; or
 - (iii) by an agent of any such government, power, authority or forces;
- b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against any such occurrence;
- d. Seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or
- e. Civil Commotion assuming the proportions of or amounting to a popular rising, riot, martial law or the act of any lawfully constituted authority.

XXXIII. TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any exclusion thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an unlawful act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism or fear thereof.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

XXXIV. BIOLOGICAL/CHEMICAL EXCLUSION

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material, device or weapon.

XXXV. DEFERMENTS/GOODS AND SERVICES FREE OF CHARGE

It is hereby understood and agreed that cover in respect of the Insured Production excludes any loss in respect of deferments and/or goods and services provided free of charge which do not form part of the insurable budget unless agreed by Underwriters to the contrary.

XXXVI. PREMIUM PAYMENT CLAUSE (11/01 LSW3000)

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 30th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

XXXVII. PREMIUMS PAID

It is hereby understood and agreed that cover in respect of the Insured Production excludes any premiums paid in respect of this Policy.

XXXVIII. STUNTS/SPECIAL EFFECTS

It is hereby understood and agreed that coverage in respect of the Insured Production excludes any loss or losses arising out of directly or indirectly in respect of stunts/special effects unless prior advised to and agreed by Underwriters in writing.

XXXIX. SEVERAL LIABILITY NOTICE LSW 1001

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

XXXX. COMMUNICABLE DISEASE EXCLUSION (13/06/03)

This insurance excludes any loss directly or indirectly arising out of, contributed to by, or resulting from any communicable disease which leads to:

- (i) The imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or
- (ii) Any travel advisory or warning being issued by a national or international body or agency and in respect of (i) or (ii) any fear or threat thereof (whether actual or perceived).

If the Underwriters allege that by reason of this exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

XXXXI. DUPLICATE RECORDS

The Insured shall:

- 1. Back up computer data records and update the records no less frequently than once every forty eight hours.
- 2. Where possible maintain up to date duplicate copies of software programs
- 3. Store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held
- 4. Observe the manufacturer's and/or supplier's recommendations for the storage verification and security of Computer Media.

It is further warranted that wherever possible, the Insured must maintain up to date duplicate copies of software programs & store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held.

XXXXII. CLAIMS PROCEDURE

- 1. It is a condition precedent to the liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Insured shall:
 - a) As a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to New Empire Entertainment Insurance Services
 - b) Confirm the facts in writing as soon as possible, with as much information as available;
 - c) Make no admission of liability to a third party without the prior written consent of the Underwriters;
 - d) Take all steps to minimize or avoid any loss hereunder;
 - e) At their own expense produce and furnish to Underwriters such book of accounts and other documents, proofs, information, explanation and other evidence as may be reasonably required by Underwriters for the purpose of investigating or verifying the claim to the satisfaction of Underwriters along with a statutory declaration of the claim if required by Underwriters.
 - f) Forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

2. As often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Underwriters at such reasonable time and place as may be designated by the Underwriters or their representatives.
3. So far as is in their power the Insured shall cause their employees and all other persons interested in the Insured Performance(s) or Event(s), to comply with the foregoing.
4. No such examination under oath or examination of books or documents, nor any other act of the Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defense which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriters' liability.
5. As soon as is practicable render a signed and sworn proof of loss to the Underwriters or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
6. Underwriters have the right but not the obligation to:
 - a) Take such steps as they deem necessary to prevent, mitigate or minimize a loss.
 - b) Take over and conduct the defense or settlement of claims made against the Insured that are covered by this Insurance.
 - c) Pursue all rights or remedies available to the Insured whether or not payment has been made hereunder.
 - d) Require independent medical examination of any Insured Person who gives rise to a claim hereunder.

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

**Mendes & Mount
750 Seventh Avenue
New York, NY 10019
USA**

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA 5020
14/09/2005

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

LMA 5021
14/09/2005

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA 2918
08/10/2001

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION

EXCLUSION CLAUSE

U.S.A. & CANADA

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

NMA 2340

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED

NEW & RENEWAL BUSINESS ENDORSEMENT

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

In consideration of an additional premium of \$0.01 paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

21/12/2007
LMA 5091

Form approved by Lloyd's Market Association

REMOVE THIS FORM (form only needed when TRIA rejected)

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED

NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

21/12/2007

LMA 5092

Form approved by Lloyd's Market Association

DIRECT BINDING AUTHORITY ENDORSEMENT

(For use in conjunction with LMA Binding Authority Agreements)

There being no Lloyd's Broker involved the parties agree that all references to 'the Lloyd's Broker' in this Agreement shall not apply and are of no effect and this Agreement shall be interpreted accordingly.

LMA 5209
1 July 2013

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance)
08/94

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03
LSW 1135B

NOTICE:

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC’S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF**

APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR “SURPLUS LINE” BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER’S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

D-2 (Effective July 21, 2011)