

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Filing at a Glance

Company: Employer's Fire Insurance Company

Product Name: Entertainment, Leisure and Sports SERFF Tr Num: PERR-125606305 State: Arkansas

Sports

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: #102453 \$50

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: OBIC-CIM-ELS-AR-08-01-F State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Authors: Neresa Torres, Olga E. Burciaga

Disposition Date: 05/02/2008

Date Submitted: 04/16/2008

Disposition Status: Approved

Effective Date Requested (New): 05/16/2008

Effective Date (New): 05/16/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: OBIC-CIM-ELS-AR-08-01-F

Status of Filing in Domicile: Pending

Project Number: OBIC-CIM-ELS-AR-08-01-F

Domicile Status Comments:

Reference Organization: Insurance Services Office Inc. (ISO)

Reference Number: All currently approved forms

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 05/02/2008

State Status Changed: 04/18/2008

Deemer Date:

Corresponding Filing Tracking Number: OBIC-CIM-ELS-AR-08-01-R (Exempt)

Filing Description:

On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. In addition to the company's independent forms, they are also adopting currently approved ISO forms. Please see actuarial memorandum for further details.

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

The Company respectfully requests that the proposed forms be implemented for all policies effective May 16, 2008 or upon earliest possible date of acknowledgment or approval.

Also included is authorization for Perr&Knight to submit this filing on behalf of the captioned Company. All correspondence related to this filing should be directed to Perr&Knight. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

We trust you will find this submission acceptable, and as such look forward to your approval. Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project doi@perrknight.com
 Coordinator
 881 Alma Real Drive (888) 201-5123 [Phone]
 Pacific Palisades, CA 90272 (310) 230-8529[FAX]

Filing Company Information

Employer's Fire Insurance Company	CoCode: 20648	State of Domicile: Massachusetts
44 Whippany Road	Group Code: 1129	Company Type:
Morristown, NJ 07962	Group Name:	State ID Number:
(310) 230-9339 ext. 120[Phone]	FEIN Number: 04-1288420	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 for form filing
Per Company:	No

SERFF Tracking Number: PERR-125606305 State: Arkansas
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Entertainment, Leisure and Sports
Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employer's Fire Insurance Company	\$0.00	04/16/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102453	\$50.00	04/10/2008

SERFF Tracking Number: PERR-125606305 State: Arkansas
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Entertainment, Leisure and Sports
Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/02/2008	05/02/2008

SERFF Tracking Number: PERR-125606305 State: Arkansas
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Entertainment, Leisure and Sports
Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Disposition

Disposition Date: 05/02/2008

Effective Date (New): 05/16/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memo and Letter of Authorization	Approved	Yes
Form	Dice Producers Portfolio Policy Conditions	Approved	Yes
Form	Coverage A. Props, Sets & Wardrobe	Approved	Yes
Form	Coverage B. Extra Expense	Approved	Yes
Form	Coverage C. Third Party Property Damage	Approved	Yes
Form	Coverage D. Miscellaneous Equipment	Approved	Yes
Form	Coverage E. Negative Film	Approved	Yes
Form	Coverage F. Faulty Stock	Approved	Yes
Form	Coverage G. Performers/Cast Coverage	Approved	Yes
Form	Declaration Endorsement	Approved	Yes
Form	Administrative Costs	Approved	Yes
Form	Final Audit	Approved	Yes
Form	Insured Production(s)	Approved	Yes
Form	Library Stock	Approved	Yes
Form	Library Stock (Regeneration)	Approved	Yes
Form	Deductible Amendment (Filming Location)	Approved	Yes
Form	Limitation of Owned Covered Property to Off Premises Coverage	Approved	Yes
Form	Premium Rate Schedule	Approved	Yes
Form	Talent and Non-Budgeted Costs	Approved	Yes
Form	Talent and Non-Budgeted Costs (No Legal Obligation)	Approved	Yes
Form	Film Print Floater Policy	Approved	Yes
Form	Accounts Receivable	Approved	Yes
Form	Electronic Data Processing	Approved	Yes
Form	Valuable Papers and Records	Approved	Yes
Form	Operations Extra Expense Coverage	Approved	Yes
Form	Third Party Property Damage Coverage	Approved	Yes
Form	Office Equipment & Furnishings	Approved	Yes

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Form	Coverage		
Form	Vehicle Physical Damage Coverage	Approved	Yes
Form	Business Income & Extra Expense Coverage	Approved	Yes
Form	Civil Authority Extended Coverage (Broad Form)	Approved	Yes
Form	Business Income Civil Authority Extended Coverage (Named Perils)	Approved	Yes
Form	Furs, Jewelry, Art & Antiques Coverage	Approved	Yes
Form	Schedule Property	Approved	Yes
Form	Earth Movement/Volcanic Eruption/Flood Exclusion	Approved	Yes
Form	Earthquake and Flood Coverage Amendment	Approved	Yes
Form	Limited Computer Virus Coverage	Approved	Yes
Form	Vehicle Physical Damage Coverage for Competition Vehicles	Approved	Yes
Form	Tenant Users Third Party Property Damage Insurance Program	Approved	Yes
Form	Tenant Users Third Party Property Damage Insurance Program	Approved	Yes
Form	MPTV Producers Portfolio Policy Conditions	Approved	Yes
Form	Section I. Cast Coverage	Approved	Yes
Form	Section II, Coverage A. Props, Sets & Wardrobe	Approved	Yes
Form	Section II, Coverage B. Extra Expense	Approved	Yes
Form	Section II, Coverage C. Third Party Property Damage	Approved	Yes
Form	Section II, Coverage D. Miscellaneous Equipment	Approved	Yes
Form	Section III. Coverage A. Negative Film	Approved	Yes
Form	Section III. Coverage B. Faulty Stock	Approved	Yes
Form	Declaration Endorsement	Approved	Yes
Form	Abandonment Loss Limit of Insurance	Approved	Yes

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Form	Final Audit	Approved	Yes
Form	Rating Schedule	Approved	Yes
Form	Deductible Amendment (Insurable Production Cost)	Approved	Yes
Form	Deductible Amendment (Filming Location)	Approved	Yes
Form	Cast Pre-Production Period	Approved	Yes
Form	Combined Deductible	Approved	Yes
Form	Essential Element	Approved	Yes
Form	Essential Element (Aggregate Losses)	Approved	Yes
Form	Faulty Stock - Broad Form	Approved	Yes
Form	Stop Date Loss Deductible	Approved	Yes
Form	Library Stock Coverage	Approved	Yes
Form	No Claims Bonus	Approved	Yes
Form	Picture Vehicle Physical Damage	Approved	Yes
Form	Principal Photography Reinstatement	Approved	Yes
Form	Cast Pre-Production Period - Amendment	Approved	Yes
Form	"Earthquake" Deductible	Approved	Yes
Form	Wind and Wind-Driven Water Exclusion	Approved	Yes
Form	Erasure Exclusion	Approved	Yes
Form	Amendment - Term of Coverage	Approved	Yes
Form	Off Track Floater Policy	Approved	Yes
Form	Worldwide Coverage	Approved	Yes
Form	Civil Authority Coverage (Broad Form)	Approved	Yes
Form	Civil Authority Coverage (Named Perils)	Approved	Yes
Form	Resumption of Operations	Approved	Yes
Form	Strike Coverage	Approved	Yes
Form	Accident Only Coverage	Approved	Yes
Form	Full/Limited Cast Coverage	Approved	Yes
Form	Animal Coverage (Props, Sets & Wardrobe)	Approved	Yes
Form	Animal Coverage (Extra Expense)	Approved	Yes
Form	Family Coverage Extension	Approved	Yes

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Form	Covered Person Extension	Approved	Yes
Form	Waterborne Deductible	Approved	Yes
Form	Precision Driving Coverage	Approved	Yes
Form	Amendment - "Land Vehicle" Deductible	Approved	Yes
Form	Threat Coverage Extension	Approved	Yes
Form	Kidnap and Extortion Coverage	Approved	Yes
Form	Deductible Minimum/Maximum	Approved	Yes
Form	Single Occurrence Deductible	Approved	Yes
Form	Offic Equipment & Furnishings Coverage	Approved	Yes
Form	Producers Indemnity Coverage	Approved	Yes
Form	Utility Failure to Supply Coverage	Approved	Yes
Form	Furs, Jewelry, Art & Antiques Amended Limits of Insurance	Approved	Yes
Form	Furs, Jewelry, Art & Antiques Coverage	Approved	Yes
Form	Civil Authority Coverage Extended Named Perils	Approved	Yes
Form	Personal Property Floater Policy	Approved	Yes
Form	Rental House Floater Policy	Approved	Yes
Form	Rental House Errors & Omissions	Approved	Yes
Form	Installation	Approved	Yes
Form	Individual Borrower, Renter Or Lessee	Approved	Yes
Form	Operators Coverage	Approved	Yes
Form	Office Equipment & Furnishings Amended Limits of Insurance and Deductible	Approved	Yes
Form	Theatrical Productions Portfolio Policy Conditions	Approved	Yes
Form	Coverage A. Theatrical Personal Property	Approved	Yes
Form	Coverage B. Third Party Property Damage	Approved	Yes
Form	Coverage C. Actors Equity	Approved	Yes
Form	Coverage D. Extra Expense	Approved	Yes
Form	Coverage E. Catastrophic Cancellation (Named Perils)	Approved	Yes

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Form	Coverage F. Performers/Cast Coverage	Approved	Yes
Form	Actors Equity Member Extension	Approved	Yes
Form	Off-Broadway and Touring Actors Equity	Approved	Yes
Form	Profit Coverage	Approved	Yes
Form	Utility Failure to Supply Coverage	Approved	Yes
Form	Touring Extension	Approved	Yes
Form	Income Protection	Approved	Yes
Form	Amendment - Deductible Amounts	Approved	Yes
Form	Amendment - Period of Restoration	Approved	Yes
Form	Abandonment	Approved	Yes
Form	Additional Covered Causes of Loss	Approved	Yes
Form	Exchange (Specific) Rate Endorsement	Approved	Yes
Form	Exchange (Wall Street) Rate Endorsement	Approved	Yes
Form	Wind and Wind-Driven Water Exclusion	Approved	Yes
Form	Amendment of Exclusion	Approved	Yes
Form	Exclusion Amendment	Approved	Yes
Form	Changes- Negative Deductible	Approved	Yes

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Dice Producers Portfolio Policy Conditions	DI 200	(01-05)	Policy/Coverage New Form		0.00	DI 200 0105.pdf
Approved	Coverage A. Props, Sets & Wardrobe	DI 201	(01-05)	Policy/Coverage New Form		0.00	DI 201 0105.pdf
Approved	Coverage B. Extra Expense	DI 202	(01-05)	Policy/Coverage New Form		0.00	DI 202 0105.pdf
Approved	Coverage C. Third Party Property Damage	DI 203	(01-05)	Policy/Coverage New Form		0.00	DI 203 0105.pdf
Approved	Coverage D. Miscellaneous Equipment	DI 204	(01-05)	Policy/Coverage New Form		0.00	DI 204 0105.pdf
Approved	Coverage E. Negative Film	DI 205	(01-05)	Policy/Coverage New Form		0.00	DI 205 0105.pdf
Approved	Coverage F. Faulty Stock	DI 206	(01-05)	Policy/Coverage New Form		0.00	DI 206 0105.pdf
Approved	Coverage G. Performers/Cast Coverage	DI 207	(01-05)	Policy/Coverage New Form		0.00	DI 207 0105.pdf
Approved	Declaration Endorsement	DI 300	(01-05)	Endorsement/New Amendment/Conditions		0.00	DI 300 0105.pdf
Approved	Administrative Costs	DI 301	(01-05)	Endorsement/New Amendment/Conditions		0.00	DI 301 0105.pdf
Approved	Final Audit	DI 302	(01-05)	Endorsement/New Amendment/Conditions		0.00	DI 302 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Approved	Insured Production(s)	DI 303	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 303 0105.pdf
Approved	Library Stock	DI 304	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 304 0105.pdf
Approved	Library Stock (Regeneration)	DI 305	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 305 0105.pdf
Approved	Deductible Amendment (Filming Location)	DI 306	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 306 0105.pdf
Approved	Limitation of Owned Covered Property to Off Premises Coverage	DI 307	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 307 0105.pdf
Approved	Premium Rate Schedule	DI 308	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 308 0105.pdf
Approved	Talent and Non-Budgeted Costs	DI 309	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 309 0105.pdf
Approved	Talent and Non-Budgeted Costs (No Legal Obligation)	DI 310	(01-05)	Endorsement/Amendment/Conditions	0.00	DI 310 0105.pdf
Approved	Film Print Floater Policy	FPF 200	(01-05)	Policy/Coverage Form	0.00	FPF 200 0105.pdf
Approved	Accounts Receivable	IM 201	(05-05)	Policy/Coverage Form	0.00	IM 201 0505.pdf
Approved	Electronic Data	IM 202	(01-05)	Policy/Coverage Form	0.00	IM 202

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Processing	Valuable Papers	IM 203	(01-05)	Policy/Cove New rage Form	0.00	IM 203 0105.pdf
Approved	and Records					
Approved	Operations Extra Expense Coverage	IM 251	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 251 0105.pdf
Approved	Third Party Property Damage Coverage	IM 252	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 252 0105.pdf
Approved	Office Equipment & Furnishings Coverage	IM 253	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 253 0105.pdf
Approved	Vehicle Physical Damage Coverage	IM 254	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 254 0105.pdf
Approved	Business Income & Extra Expense Coverage	IM 255	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 255 0105.pdf
Approved	Civil Authority Extended Coverage (Broad Form)	IM 256	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 256 0105.pdf
Approved	Business Income Civil Authority Extended Coverage (Named Perils)	IM 257	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 257 0105.pdf
Approved	Furs, Jewelry, Art & Antiques Coverage	IM 258	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	IM 258 0105 .pdf
Approved	Schedule Property	IM 302	(01-05)	Endorseme New nt/Amendm	0.00	IM 302 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Approval	Description	IM/MP	Code	Policy/Condition	Amount	Attachment
Approved	Earth Movement/Volcanic Eruption/Flood Exclusion	IM 303	(01-05)	Endorsement/Amendment/Conditions	0.00	IM 303 0105.pdf
Approved	Earthquake and Flood Coverage Amendment	IM 304	(01-05)	Endorsement/Amendment/Conditions	0.00	IM 304 0105.pdf
Approved	Limited Computer Virus Coverage	IM 306	(01-05)	Endorsement/Amendment/Conditions	0.00	IM 306 0105.pdf
Approved	Vehicle Physical Damage Coverage for Competition Vehicles	IM 307	(01-05)	Endorsement/Amendment/Conditions	0.00	IM 307 0105.pdf
Approved	Tenant Users Third Party Property Damage Insurance Program	IM 308	(01-07)	Endorsement/Amendment/Conditions	0.00	IM 308 0107 TULIP Third Prty PD.pdf
Approved	Tenant Users Third Party Property Damage Insurance Program	IM 309	(01-07)	Endorsement/Amendment/Conditions	0.00	IM 309 0107 TULIP.pdf
Approved	MPTV Producers Portfolio Policy Conditions	MP 200	(01-05)	Policy/Coverage Form	0.00	MP 200 0105.pdf
Approved	Section I. Cast Coverage	MP 201	(01-05)	Policy/Coverage Form	0.00	MP 201 0105.pdf
Approved	Section II, Coverage A. Props, Sets &	MP 202	(01-05)	Policy/Coverage Form	0.00	MP 202 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Wardrobe

Approved	Section II, Coverage B. Extra Expense	MP 203	(01-05)	Policy/Coverage Form	0.00	MP 203 0105.pdf
Approved	Section II, Coverage C. Third Party Property Damage	MP 204	(01-05)	Policy/Coverage Form	0.00	MP 204 0105.pdf
Approved	Section II, Coverage D. Miscellaneous Equipment	MP 205	(01-05)	Policy/Coverage Form	0.00	MP 205 0105.pdf
Approved	Section III. Coverage A. Negative Film	MP 206	(01-05)	Policy/Coverage Form	0.00	MP 206 0105.pdf
Approved	Section III. Coverage B. Faulty Stock	MP 207	(01-05)	Policy/Coverage Form	0.00	MP 207 0105.pdf
Approved	Declaration Endorsement	MP 300	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 300 0105.pdf
Approved	Abandonment Loss Limit of Insurance	MP 301	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 301 0105.pdf
Approved	Final Audit	MP 302	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 302 0105.pdf
Approved	Rating Schedule	MP 303	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 303 0105.pdf
Approved	Deductible Amendment (Insurable Production Cost)	MP 304	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 304 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Approved	Deductible Amendment (Filming Location)	MP 305	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 305 0105.pdf
Approved	Cast Pre- Production Period	MP 306	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 306 0105.pdf
Approved	Combined Deductible	MP 307	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 307 0105.pdf
Approved	Essential Element	MP 309	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 309 0105.pdf
Approved	Essential Element (Aggregate Losses)	MP 310	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 310 0105.pdf
Approved	Faulty Stock - Broad Form	MP 311	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 311 0105.pdf
Approved	Stop Date Loss Deductible	MP 312	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 312 0105.pdf
Approved	Library Stock Coverage	MP 313	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 313 0105.pdf
Approved	No Claims Bonus	MP 316	(01-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	MP 316 0105.pdf
Approved	Picture Vehicle Physical Damage	MP 317	(01-05)	Endorseme New nt/Amendm	0.00	MP 317 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Approval	Description	MP	Code	Policy/Condition	Amount	File
Approved	Principal Photography Reinstatement	MP 318	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 318 0105.pdf
Approved	Cast Pre-Production Period - Amendment	MP 319	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 319 0105.pdf
Approved	"Earthquake" Deductible	MP 321	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 321 0105.pdf
Approved	Wind and Wind-Driven Water Exclusion	MP 322	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 322 0105.pdf
Approved	Erasure Exclusion	MP 324	(01-05)	Endorsement/Amendment/Conditions	0.00	MP 324 0105.pdf
Approved	Amendment - Term of Coverage	MP 325	(04-08)	Endorsement/Amendment/Conditions	0.00	MP 325 0408 Amendment Term of Cov.pdf
Approved	Off Track Floater Policy	OTF 200	(01-05)	Policy/Coverage Form	0.00	OTF 200 0105.pdf
Approved	Worldwide Coverage	OTF 301	(01-05)	Endorsement/Amendment/Conditions	0.00	OTF 301 0105.pdf
Approved	Civil Authority Coverage (Broad Form)	PORT 201	(01-05)	Policy/Coverage Form	0.00	PORT 201 0105.pdf
Approved	Civil Authority Coverage	PORT 202	(01-05)	Policy/Coverage Form	0.00	PORT 202 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

(Named Perils)

Approved	Resumption of Operations	PORT 203(01-05)	Policy/Coverage Form	0.00	PORT 203 0105.pdf
Approved	Strike Coverage	PORT 204(01-05)	Policy/Coverage Form	0.00	PORT 204 0105.pdf
Approved	Accident Only Coverage	PORT 301(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 301 0105.pdf
Approved	Full/Limited Cast Coverage	PORT 302(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 302 0105.pdf
Approved	Animal Coverage (Props, Sets & Wardrobe)	PORT 303(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 303 0105.pdf
Approved	Animal Coverage (Extra Expense)	PORT 304(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 304 0105.pdf
Approved	Family Coverage Extension	PORT 305(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 305 0105.pdf
Approved	Covered Person Extension	PORT 306(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 306 0105.pdf
Approved	Waterborne Deductible	PORT 307(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 307 0105.pdf
Approved	Precision Driving Coverage	PORT 308(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 308 0105.pdf
Approved	Amendment -	PORT 309(01-05)	Endorsement New	0.00	PORT 309

<i>SERFF Tracking Number:</i>	<i>PERR-125606305</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employer's Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>#102453 \$50</i>
<i>Company Tracking Number:</i>	<i>OBIC-CIM-ELS-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Entertainment, Leisure and Sports</i>		
<i>Project Name/Number:</i>	<i>OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F</i>		
	"Land Vehicle" Deductible	nt/Amendm ent/Condi ons	0105.pdf
Approved	Threat Coverage PORT 310(01-05) Extension	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 310 0105.pdf
Approved	Kidnap and PORT 311(01-05) Extortion Coverage	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 311 0105.pdf
Approved	Deductible PORT 312(01-05) Minimum/Maximu m	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 312 0105.pdf
Approved	Single PORT 313(01-05) Occurrence Deductible	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 313 0105.pdf
Approved	Offic Equipment PORT 314(01-05) & Furnishings Coverage	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 314 0105.pdf
Approved	Producers PORT 315(01-05) Indemnity Coverage	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 315 0105.pdf
Approved	Utility Failure to PORT 316(01-05) Supply Coverage	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 316 0105.pdf
Approved	Furs, Jewelry, Art PORT 317(01-05) & Antiques Amended Limits of Insurance	Endorseme New nt/Amendm ent/Condi ons	0.00 PORT 317 0105.pdf
Approved	Furs, Jewelry, Art PORT 318(01-05) & Antiques Coverage	Endorseme New nt/Amendm ent/Condi	0.00 PORT 318 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Approval	Description	Policy No	Effective Date	Endorsement/Amendment/Conditions	Amount	Attachment
Approved	Civil Authority Coverage Extended Named Perils	PORT 320	(01-05)	Endorsement/Amendment/Conditions	0.00	PORT 320 0105.pdf
Approved	Personal Property Floater Policy	PPF 200	(01-05)	Policy/Coverage Form	0.00	PPF 200 0105.pdf
Approved	Rental House Floater Policy	RHF 200	(01-05)	Policy/Coverage Form	0.00	RHF 200 0105.pdf
Approved	Rental House Errors & Omissions	RHF 301	(05-05)	Endorsement/Amendment/Conditions	0.00	RHF 301 0505.pdf
Approved	Installation	RHF 302	(01-05)	Endorsement/Amendment/Conditions	0.00	RHF 302 0105.pdf
Approved	Individual Borrower, Renter Or Lessee	RHF 303	(05-05)	Endorsement/Amendment/Conditions	0.00	RHF 303 0505.pdf
Approved	Operators Coverage	RHF 304	(05-05)	Endorsement/Amendment/Conditions	0.00	RHF 304 0505.pdf
Approved	Office Equipment & Furnishings Amended Limits of Insurance and Deductible	RHF 305	(01-05)	Endorsement/Amendment/Conditions	0.00	RHF 305 0105.pdf
Approved	Theatrical Productions Portfolio Policy Conditions	TP 200	(01-05)	Policy/Coverage Form	0.00	TP 200 0105.pdf
Approved	Coverage A. Theatrical Personal	TP 201	(01-05)	Policy/Coverage Form	0.00	TP 201 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Property

Approved	Coverage B. Third Party Property Damage	TP 202	(01-05)	Policy/CoveNew rage Form	0.00	TP 202 0105.pdf
Approved	Coverage C. Actors Equity	TP 203	(01-05)	Policy/CoveNew rage Form	0.00	TP 203 0105.pdf
Approved	Coverage D. Extra Expense	TP 204	(01-05)	Policy/CoveNew rage Form	0.00	TP 204 0105.pdf
Approved	Coverage E. Catastrophic Cancellation (Named Perils)	TP 205	(01-05)	Policy/CoveNew rage Form	0.00	TP 205 0105.pdf
Approved	Coverage F. Performers/Cast Coverage	TP 206	(01-05)	Policy/CoveNew rage Form	0.00	TP 206 0105.pdf
Approved	Actors Equity Member Extension	TP 301	(01-05)	Endorseme New nt/Amendm ent/Condi tions	0.00	TP 301 0105.pdf
Approved	Off-Broadway and Touring Actors Equity	TP 303	(01-05)	Endorseme New nt/Amendm ent/Condi tions	0.00	TP 303 0105.pdf
Approved	Profit Coverage	TP 304	(01-05)	Endorseme New nt/Amendm ent/Condi tions	0.00	TP 304 0105.pdf
Approved	Utility Failure to Supply Coverage	TP 305	(01-05)	Endorseme New nt/Amendm ent/Condi tions	0.00	TP 305 0105.pdf
Approved	Touring Extension	TP 306	(01-05)	Endorseme New nt/Amendm ent/Condi tions	0.00	TP 306 0105.pdf
Approved	Income Protection	TP 307	(01-05)	Endorseme New nt/Amendm ent/Condi tions	0.00	TP 307 0105.pdf

SERFF Tracking Number: PERR-125606305 State: Arkansas
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
 Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Entertainment, Leisure and Sports
 Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Approval	Description	TP/IM/MP/RHF	Effective Date	Endorsement/Amendment/Condition	Amount	File Name
Approved	Amendment - Deductible Amounts	TP 308	(01-05)	Endorsement/Amendment/Conditions	0.00	TP 308 0105.pdf
Approved	Amendment - Period of Restoration	TP 309	(01-05)	Endorsement/Amendment/Conditions	0.00	TP 309 0105.pdf
Approved	Abandonment	TP 310	(01-05)	Endorsement/Amendment/Conditions	0.00	TP 310 0105.pdf
Approved	Additional Covered Causes of Loss	TP 311	(01-05)	Endorsement/Amendment/Conditions	0.00	TP 311 0105.pdf
Approved	Exchange (Specific) Rate Endorsement	IM 310	(01-07)	Endorsement/Amendment/Conditions	0.00	IM 310 0107 Exchange Rate Specific.pdf
Approved	Exchange (Wall Street) Rate Endorsement	IM 311	(01-07)	Endorsement/Amendment/Conditions	0.00	IM 311 0107 Exchange Rate Wall Street.pdf
Approved	Wind and Wind-Driven Water Exclusion	MP 320	(09-05)	Endorsement/Amendment/Conditions	0.00	MP 320 0905 Named Storm Exclusion.pdf
Approved	Amendment of Exclusion	RHF 308	(08-07)	Endorsement/Amendment/Conditions	0.00	RHF 308 08 07 Amendment of Exclusion.pdf
Approved	Exclusion Amendment	RHF 309	(08-07)	Endorsement/Amendment	0.00	RHF 309 08 07 Exclusion

<i>SERFF Tracking Number:</i>	<i>PERR-125606305</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employer's Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>#102453 \$50</i>
<i>Company Tracking Number:</i>	<i>OBIC-CIM-ELS-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Entertainment, Leisure and Sports</i>		
<i>Project Name/Number:</i>	<i>OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F</i>		

Approved	Changes-	MP401	(10-07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Amendment. pdf
	Negative Deductible					MP 401 1007 Negative Film Ded XRays1.pdf

DICE PRODUCERS PORTFOLIO POLICY CONDITIONS

Throughout this policy, “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

The following conditions, exclusions and definitions apply in addition to the applicable Additional Conditions, Additional Exclusions and Additional Definitions in the DICE Producers Portfolio Coverage Forms.

I. LOSS CONDITIONS

a. Abandonment

(1) Abandonment of Property

There can be no abandonment of any property to us without our written consent.

(2) Abandonment of an “Insured Production”

Should a covered loss or damage result in abandonment of an “Insured Production” during the policy period, under any Coverage of this policy, we have the right to require that you surrender all owned or licensed rights, titles and interests in all documents, underlying works, copyrights and all related material of the “Insured Production”. If we exercise our right, we are not obligated to pay any loss or damage covered under this policy until you comply with these requirements.

b. Access To Records And Examination Under Oath

We or our representatives may examine and audit your books and records as they relate to this policy at any time during the policy period or while a claim is pending.

If requested, you must permit us to question you and, so far as within your power, all other interested persons under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such

examinations and acts shall be deemed to have been made or done without prejudice to our liability.

c. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser’s identity within twenty (20) days after receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If they are unable to agree upon an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three shall be binding. Each party will pay its chosen appraiser and equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, we will still retain our right to deny the claim.

d. Deductible

(1) When a deductible applies, the terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.

(2) We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

e. Due Diligence Clause

You 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 loss or claim insured under this policy. This policy extends to indemnify you for any additional expenses necessarily incurred by you to avoid or diminish such loss or claim, subject to any deductible provisions of this policy. This indemnification will not increase the limit of insurance, and we will not pay more for any loss than the amount that would have been

payable had you not incurred the additional expenses.

f. Duties In The Event of Loss Or Damage

In case of a loss or damage to which this insurance may apply, you must see that the following duties are performed:

- (1) Police Notification - Notify the police if a law may have been broken.
- (2) Minimize Loss or Damage – Take all reasonable steps to protect the property from further damage and minimize the loss. Keep a record of your expenses in doing so for consideration in the settlement of the claim. This will not increase the limit of insurance.
- (3) Notice of Loss or Damage
 - (a) Report immediately to us or our authorized representative any loss or damage which may become a claim under this policy. Include a description of the property or loss involved.
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof. You must do this within one hundred eighty (180) days after discovery of the loss or damage.
- (5) Cooperation
 - (a) Except at your own cost, make no voluntary payments, assume no obligations, and incur no expenses without our consent.
 - (b) Permit us to inspect the property and records proving the loss or damage. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (c) Immediately send us copies of any demands, summonses or legal papers received in connection with the claim or suit.
 - (d) Cooperate with us in the investigation or settlement of the claim.

g. Loss Payment

- (1) Loss or damage covered by this policy will be payable to you or your loss payee.

We agree that any holder of a Certificate of Insurance issued by us or on our behalf will

be considered a Loss Payee, subject to your legal liability.

- (2) We will not pay you more than your financial interest in the covered property.
- (3) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (4) We will pay you for covered loss or damage within thirty (30) days after we receive and accept a satisfactory sworn proof of loss, if you have complied with all the terms of this policy and:
 - (a) We have reached agreement with you on the amount of loss;
 - (b) A final judgment has been entered; or
 - (c) An appraisal award has been made.
- (5) We may adjust losses directly with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
- (6) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

We will not be liable for any part of a loss that has been paid or made good by others.

h. Other Insurance

If at the time of loss or damage any other insurance is available, which would apply to the loss or damage in the absence of this policy, the insurance provided by this policy shall apply as excess insurance over the other insurance.

i. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

j. Subrogation

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

II. GENERAL CONDITIONS

a. Assignment

This policy may not be assigned or transferred without our written consent.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by returning it to us or our authorized representative, stating in writing the future date it is to be cancelled. The policy period will end on that date.
- (2) We may cancel this policy by written notice to the first Named Insured at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of any material fact or circumstances concerning this insurance, by you or any other insured, at any time. If you make any false or fraudulent claim as to amount or otherwise, this policy is void as to that specific claim and we have the right to terminate this policy at that time, and any subsequent claims by you are forfeited.

d. Conformity to State Law

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

e. Inspections and Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs (1) and (2) of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Insurance Not to Benefit Others

No person or organization, other than you, having custody of the property and to be paid for services shall benefit from this insurance. This restriction does not apply to a person or organization, other than a common carrier, who is working on your behalf under the terms of a contract.

g. Legal Action Against Us

No one may bring a legal action against us under this policy unless there has been full compliance with all the terms of this policy and the action is brought within one (1) year after the occurrence causing the loss or damage.

No person or organization has a right under this policy to join us as a party or otherwise bring us into any action to determine the liability of you or any other insured.

h. Policy Changes

This policy contains all of the agreements between you and us concerning the insurance afforded. No changes may be made in this policy except by us in writing.

i. Territory

This policy applies anywhere in the world.

III. SPECIAL CONDITIONS

a. Policy Period

We cover loss or damage commencing during the policy period stated on the Coverage Forms attached to and made a part of this policy.

b. Premium

- (1) The first Named Insured shown in the Declarations:
 - (a) Is responsible for the payment of all premiums; and
 - (b) Will be the payee for any return premiums we pay.
- (2) We will compute all premiums for this policy in accordance with the rating schedule(s) attached to and made a part of this policy.
- (3) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the end of the policy period we will compute the earned premium by applying the rates set forth in the rating schedule(s) to the final "Gross Production Costs". However, the earned premium will not be less than the minimum policy premium stated on the rating schedule(s), regardless of the term of coverage.

If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the "Gross Production Costs" and other information we need for premium computation, and send us copies at such times as we may request.

c. Premises Protection

As a condition of this insurance, you are required to maintain the protective safeguards that you represented were in effect at the time of the attachment of this insurance. Failure to maintain such protective safeguards will release us from all obligations under this policy to the extent that a loss is suffered or increased by that failure.

d. Stop Date Loss

A "Stop Date Loss" is a loss you necessarily incur because of a delay in completing the original shooting schedule of an "Insured Production" that will otherwise prevent you from honoring the termination date to which you have agreed in a written performance contract or agreement for persons or property.

This policy does not insure against loss or damage caused by or resulting from a "Stop Date Loss" unless the need to incur the "Stop Date Loss" directly prevents or reduces loss or damage to which this insurance applies. In that case only, coverage will apply to a "Stop Date Loss", subject to the following conditions:

- (1) If you necessarily incur the "Stop Date Loss" solely and directly as a result of loss or damage to which this insurance applies, the "Stop Date Loss" will be recoverable, subject to the applicable limit of insurance, any applicable deductible provisions, and all other terms and conditions of this policy.
- (2) If you necessarily incur the "Stop Date Loss" partly as a result of loss or damage to which this insurance applies and partly as a result of uninsured loss or damage, then an apportionment of the "Stop Date Loss" will be made.
- (3) If you necessarily incur the "Stop Date Loss" not as a result of loss or damage to which this insurance applies, then no part of the "Stop Date Loss" will be recoverable.

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 one (1) shooting day.

IV. DEFINITIONS APPLICABLE TO ALL COVERAGES OF THIS POLICY

- a.** "Earthquake" means:
- (1) Any earth movement, such as an earthquake, landslide, mine subsidence, or earth sinking, rising or shifting; and
 - (2) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano;
- provided that all earth movements or volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single earth movement or volcanic eruption.
- b.** "Flood" means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
- c.** "Gross Production Costs" means all costs incurred by you during the policy period except:
- (1) Administrative costs not directly related to an "Insured Production";
 - (2) Any cost you did not initially incur or report as a cost directly related to the "Insured Production"; and
 - (3) Any other costs specifically stated not to be "Gross Production Costs" in an endorsement to this policy.
- d.** "Insured Production" means a production or event that has been declared and accepted by us and endorsed to this policy.
- e.** "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (2) Vehicles that travel on crawler treads;
 - (3) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.
- However, "Mobile Equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- f.** "Principal Photography" means the continuous period of time from the start date to the completion date you actually require to photograph or tape an "Insured Production", including any necessary wraptime.

V. EXCLUSIONS APPLICABLE TO ALL COVERAGES OF THIS POLICY

a. We 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 we 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) Risks of contraband or illegal transportation or trade.
- (3) (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.
- (4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

Exclusions a.(1) through a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- (1) 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.

- (2) Any uninsured event occurring before, concurrently with or after the happening of an insured event, which directly or indirectly causes or in any way contributes to cause or increase loss or damage under this policy, but only with respect to that portion of any such loss or damage caused by or contributed to by the uninsured event.
- (3) Discharge, dispersal, seepage, migration, release or escape of "Pollutants" or environmental impairment of any kind.
But if any of these results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (4) A "Stop Date Loss", as described in Special Condition d., except as otherwise provided in Special Condition d.
- (5) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

COVERAGE A. PROPS, SETS & WARDROBE

I. COVERAGE

We 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) Your scenery, costumes, theatrical props and related theatrical property; and
- (2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production" or for other purposes specified in an endorsement to this policy.

b. Property Not Covered

Covered Property does not include:

- (1) Personal Property that is covered under any other Coverage of this policy;
- (2) Animals, unless specifically added by an endorsement to this policy;
- (3) Growing plants, unless used as part of a set;
- (4) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
- (5) Buildings or their improvements and betterments;
- (6) Furniture and fixtures, unless used or intended to be used as part of a set;
- (7) Aircraft, unless used as part of a set as a non-functional craft during filming or taping;
- (8) Watercraft valued over \$10,000 while waterborne, unless used or intended to be used as part of a set and moored to a pier, dock, wharf or similar fixed structure;
- (9) Motorcycles, motor vehicles, or other self-propelled conveyances (including self-propelled "Mobile Equipment"), unless used as part of a set and not

being self-propelled during filming or taping;

- (10) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media, unless used as a prop on a set.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

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.

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

- a. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.
- b. Processing or work upon the property.
But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- d. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open.
This exclusion does not apply to property that was built or designed to be stored in the open.
- e. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires within the property or facilities you use in connection with an "Insured Production".

But if artificially generated electrical current results in fire, we will pay for the loss or damage directly caused by that fire.

- f. Intentional acts committed by you or at your direction.
- g. Delay, loss of use, loss of market, interruption of business, or any other consequential loss.

III. LIMITS OF INSURANCE

- a. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for Props, Sets & Wardrobe coverage.
- b. Subject to a. above, \$25,000 is the most we will pay for loss or damage to the following types of property:
 - (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.

IV. DEDUCTIBLE

We 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 Props, Sets & Wardrobe Coverage. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

V. METHOD OF VALUATION

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. We will determine the value of Vehicles, whether owned or not, at actual cash value at the time and location of the loss or damage. For the purposes of valuation, "Vehicles" includes aircraft, watercraft, and all self-propelled conveyances. However, "Vehicles" does not include "Mobile Equipment", whether self-propelled or not.
- b. We will determine the value of your property other than Vehicles at Replacement Cost (without deduction for depreciation), subject to the following conditions:
 - (1) We will not pay on a Replacement Cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made within one year after the loss or damage.

If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.
 - (2) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the lost or damaged property;
 - (b) The cost to replace the lost or damaged property with other property:
 - (i) Of comparable material and quality; and
 - (ii) Used for the same purpose; or
 - (c) The amount actually spent that is necessary to repair or replace the lost or damaged property.
- c. We will determine the value of property other than Vehicles that is owned by others at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

COVERAGE B. EXTRA EXPENSE

I. COVERAGE

We will pay the actual and necessary loss you sustain as Extra Expense due to the interruption, postponement or cancellation of an "Insured Production". The interruption, postponement or cancellation must be the direct result of direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the policy period.

- a. Extra Expense, as used in this Coverage, means the following expenses you incur during the "Period of Restoration" that you would not have incurred had there been no direct physical loss or damage to Covered Property:

- (1) Necessary additional "Gross Production 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 loss of earnings or profit.

- b. Covered Property, as used in this Coverage, means property used or intended to be used in connection with an "Insured Production" or for other purposes specified in an endorsement to this policy.

- c. Property Not Covered

Covered Property does not include negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media.

- d. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

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.

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

- a. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.

This exclusion does not apply to verifiable breakdown or malfunction of generators, camera equipment, sound equipment, lighting equipment or computerized systems used to control them.

- b. Processing or work upon the property.

But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory.

- d. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open.

This exclusion does not apply to property that was built or designed to be stored in the open.

- e. Intentional acts committed by you or at your direction.

- f. Delay, loss of use (including loss of use of animals), loss of market, interruption of business, or any other consequential loss.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Extra Expense coverage.

IV. DEDUCTIBLE

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 Declarations for Extra Expense Coverage. We 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 "Gross Production Costs" that exceeds the amount of "Gross Production Costs" you would have incurred during the "Period of Restoration" if no direct physical loss or damage had occurred; and
 - (2) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. We will reduce the amount of your loss:
 - (1) By the salvage value that remains of any property bought for temporary use as a result of the direct physical loss or damage; and
 - (2) To the extent you can resume the "Insured Production" and discontinue Extra Expense or do not resume the "Insured Production" as quickly as possible.

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

- c. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing the "Insured Production", irrespective of any completion or delivery date requirements for the "Insured Production", we will pay as loss the total "Gross Production 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 DEFINITION

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

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

- a. Begins with the date of direct physical loss or damage resulting from any Covered Cause of Loss; and
- b. Ends on the earlier of:
 - (1) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality and the "Insured Production" is resumed; or
 - (2) The date the "Insured Production" is abandoned.

The expiration date of this policy will not cut short the "Period of Restoration".

COVERAGE C. THIRD PARTY PROPERTY DAMAGE

I. COVERAGE

We will pay those sums that the Insured becomes legally obligated to pay as damages because of direct physical loss of or damage, including loss of use, to Covered Property, caused by accident and arising out of any Covered Cause of Loss during the policy period. We will have the right and duty to defend the Insured against any "Suit" seeking those damages. However, we will have no duty to defend the Insured against any "Suit" seeking damages for direct physical loss or damage to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "Suit" that may result. But:

- (1) The amount we will pay for damages is limited, as described in Part III. - Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the Limit of Insurance in the payment of judgments and settlements.
- a. Covered Property, as used in this Coverage, means tangible property of others in an Insured's care, custody or control that is used or intended to be used in connection with an "Insured Production" or for other purposes specified in an endorsement to this policy.
 - b. Property Not Covered
Covered Property does not include:
 - (1) Personal property rented to or leased by an Insured, except for loss of use of such property that is covered for direct physical damage under Coverage A. Props, Sets & Wardrobe or Coverage D. Miscellaneous Equipment of this policy;
 - (2) Buildings and premises rented to or leased by an Insured for any use or purpose other than filming or taping in connection with an "Insured Production";
 - (3) Any property that is involved in a hazardous activity or stunt, unless approved by us in writing;
 - (4) Animals;

- (5) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media; and
- (6) Motor vehicles, trailers, aircraft or watercraft, except for loss of use of such property that is covered for direct physical damage under Coverage A. Props, Sets & Wardrobe or Coverage D. Miscellaneous Equipment of this policy.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Additional Coverage

Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "Suit" against an Insured we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses, other than loss of earnings, incurred by the Insured at our request.
- (4) All costs taxed against the Insured in the "Suit".
- (5) Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay our Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

e. Coverage Extension

Who Is An Insured

Throughout this Coverage, the word “Insured” includes you and each of the following:

- (1) If you are a partnership or joint venture, your members and partners, but only with respect to the conduct of your business.
- (2) If you are a limited liability company, your members, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
- (3) If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as your officers or directors.
- (4) If you are a trust, your trustees, but only with respect to their duties as trustees.
- (5) Your “Employees”, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- (6) Your “Volunteer Workers” or any other person under your direct control, but only while performing duties related to the conduct of your business.

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.

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

- a. Intentional acts committed by or at the direction of any Insured.
- b. The failure of an Insured to provide reasonable care for Covered Property.

III. LIMITS OF INSURANCE

The most we will pay in damages as the result of any one accident is the Limit of Insurance shown in the Declarations for Third Party Property Damage coverage.

IV. DEDUCTIBLE

Our obligation to pay damages applies only to the amount of damages in excess of the deductible amount shown in the Declarations for Third Party Property Damage Coverage. The deductible amount applies to all damages as the result of any one accident, regardless of the number of persons or organizations who sustain damages because of that accident.

This deductible does not apply to a loss of use claim for property that is covered for direct physical loss or damage under any other Coverage of this policy.

V. AMENDED CONDITIONS

- a. The following Policy Condition does not apply to this Coverage:
Condition III.d. – Stop Date Loss
- b. Condition I.g. – Loss Payment is replaced by the following:
 - (1) If two or more of this policy’s coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
 - (2) We will not be liable for any part of a loss that has been paid or made good by others.

VI. ADDITIONAL CONDITION

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

Legal Action Against Us

The following is added to Policy Condition II.g. – Legal Action Against Us

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Coverage or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured, and the claimant or the claimant’s legal representative.

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. "Employee" includes a "Leased Worker" and a "Temporary Worker".
- b. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased Worker" does not include a "Temporary Worker".
- c. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes:
 - (1) An arbitration proceeding in which damages are claimed and to which the Insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
- d. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "Employee" on leave or to meet seasonal or short-term workload conditions.
- e. "Volunteer Worker" means a person who is not your "Employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

COVERAGE D. MISCELLANEOUS EQUIPMENT

I. COVERAGE

We 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) Your personal property, including, but not limited to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, mechanical effects equipment, grip equipment and "Mobile Equipment"; and
- (2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production" or for other purposes specified in an endorsement to this policy.

b. Property Not Covered

Covered Property does not include:

- (1) Personal Property that is covered under any other Coverage of this policy;
- (2) Scenery, costumes, theatrical props and related theatrical property;
- (3) Animals;
- (4) Growing plants;
- (5) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
unless specifically added by an endorsement to this policy;
- (6) Buildings or their improvements and betterments;
- (7) Furniture and fixtures, unless specifically added by an endorsement to this policy;
- (8) Aircraft;
- (9) Watercraft valued over \$10,000;

(10) "Land Vehicles" or "Mobile Equipment" while involved in racing, chase scenes, precision driving or stunts, unless specifically added by an endorsement to this policy;

(11) "Land Vehicles" you own, unless specifically added by an endorsement to this policy;

(12) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media;

(13) Furs, fur garments and garments trimmed with fur;

(14) Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;

(15) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

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.

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

- a. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.

- b. Processing or work upon the property.
But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- d. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open. This exclusion does not apply to property that was built or designed to be stored in the open.
- e. Intentional acts committed by you or at your direction.
- f. Delay, loss of use, loss of market, interruption of business, or any other consequential loss.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

We 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 applicable Deductible. We will then pay the amount of the adjusted loss or damage in excess of that Deductible, up to the applicable limit of insurance.

- a. Calculation of the Deductible for "Land Vehicles"

In determining the amount, if any, that we will pay for "Land Vehicles" that have sustained loss or damage, the Deductible amount is 10% of the adjusted loss or damage for those "Land Vehicles".

However, the Deductible amount for each "Land Vehicle" that has sustained loss or damage will be not less than \$1,000 and not more than \$10,000.

- b. Calculation of the Deductible for Covered Property Other Than "Land Vehicles"
In determining the amount, if any, that we will pay for Covered Property other than "Land Vehicles" that has sustained loss or damage, the Deductible is the amount shown in the Declarations as the deductible for Miscellaneous Equipment Coverage.

V. METHOD OF VALUATION

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. We will determine the value of "Land Vehicles", whether owned or not, at actual cash value at the time and location of the loss or damage.
- b. We will determine the value of your property other than "Land Vehicles" at Replacement Cost (without deduction for depreciation), subject to the following conditions:
 - (1) We will not pay on a Replacement Cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made within one year after the loss or damage.

If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.
 - (2) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the lost or damaged property;
 - (b) The cost to replace the lost or damaged property with other property:
 - (i) Of comparable material and quality; and
 - (ii) Used for the same purpose; or
 - (c) The amount actually spent that is necessary to repair or replace the lost or damaged property.
- c. We will determine the value of property other than "Land Vehicles" that is owned by others at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

VI. ADDITIONAL DEFINITION

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

"Land Vehicle" means a motorcycle, motor vehicle or any other self-propelled land conveyance.

However, "Land Vehicle" does not include "Mobile Equipment".

COVERAGE E. NEGATIVE FILM

I. COVERAGE

We will pay the actual and necessary loss you sustain due to the direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the policy period.

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

(1) Your:

- (a) Raw film stock;
- (b) Videotape stock;
- (c) Exposed motion picture film and its sound track or sound record;
- (d) Properly recorded magnetic or video tape and its sound track or other sound record. Tape is considered to be properly recorded if it has been replayed and checked after recording;
- (e) Interpositives and positive prints of films;
- (f) Work prints, cutting copies, and fine grain prints;
- (g) Transparencies, cels, art work used to create animation images, and software and related material used to generate computer images in connection therewith; and

(2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production" or for other purposes specified in an endorsement to this policy.

b. Property Not Covered

Covered Property does not include:

- (1) Cut-outs;
- (2) Unused footage; or
- (3) Library stock.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

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.

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

- a. The use of faulty materials or faulty equipment.
- b. The use of incorrect raw film stock, videotape or media/software.
- c. Developing, cutting or printing of film or other laboratory work.
- d. Exposure of negative film to light.
- e. Deterioration, atmospheric dampness or changes in temperature.
- f. Electric, magnetic or x-ray injury, disturbance or erasure of film, raw film stock, blank media, electronic recordings or video tape.
- g. Faulty manipulating or judgment of the camera operator or assistants.
- h. Error(s) of judgment in exposure, lighting or sound recording.
- i. Errors in machine programming or instructions to the machine.
- j. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- k. Delay, loss of use, loss of market, interruption of business, or any other consequential loss due to loss of or damage to videotape stock, raw film stock or blank media.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Negative Film coverage.

IV. DEDUCTIBLE

We 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 Negative Film Coverage. We will then pay the amount of the adjusted loss or damage 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 the following:
 - (1) With respect to videotape stock, raw film stock and blank media, the actual cost to replace these items with property of like kind and quality.
 - (2) With respect to other Covered Property, all necessary "Gross Production Costs" you incur to "Restore" the "Insured Production" that exceeds the amount of "Gross Production Costs" you would have incurred if no physical loss or damage had occurred.
 - (3) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. Your loss will not include:
 - (1) Loss of earnings or profit; or
 - (2) "Gross Production Costs" incurred due to delay in completing an "Insured Production".

But we will pay for "Gross Production Costs" incurred:

- (a) As the direct result of unavoidable delay that occurs during the period necessary to "Restore" the affected portions of the "Insured Production"; and
 - (b) As the result of a covered "Stop Date Loss", as described in Part III.d. of the Policy Conditions.
- c. We will reduce the amount of your loss to the extent:
 - (1) You can resume the "Insured Production" and discontinue incurring extra "Gross Production Costs"; or
 - (2) You do not "Restore" the affected portions of the "Insured Production" as quickly as practicable.

We will pay based on the length of time it would have taken to "Restore" the affected portions of the "Insured Production" as soon as practicable.

- d. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing the "Insured Production", irrespective of any completion or delivery date requirements for the "Insured Production", we will pay as loss the total "Gross Production 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 "Restore" the affected portions of the "Insured Production" as quickly as practicable.

VII. ADDITIONAL DEFINITION

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

"Restore" means to re-photograph, re-tape, recreate or reprogram in substantially the same manner the affected portions of the "Insured Production".

VIII. WARRANTIES

Failure to fulfill these warranties will release us from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

You warrant that:

- a. Artwork, drawings, software and related material (hereinafter referred to as "Source Materials") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first;
- b. You will safeguard and maintain all "Source Materials" that have been photographed or used as intended in the production process. Damage to such "Source Materials" will not be considered a loss hereunder, except to the extent that other Covered Property is damaged and you have complied with the above.

COVERAGE F. FAULTY STOCK

I. COVERAGE

We will pay the actual and necessary loss you sustain due to the direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the policy period.

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

(1) Your:

- (a) Raw film stock;
- (b) Videotape stock;
- (c) Exposed motion picture film and its sound track or sound record;
- (d) Properly recorded magnetic or video tape and its sound track or other sound record. Tape is considered to be properly recorded if it has been replayed and checked after recording;
- (e) Interpositives and positive prints of films;
- (f) Work prints, cutting copies, and fine grain prints;
- (g) Transparencies, cels, art work used to create animation images, and software and related material used to generate computer images in connection therewith; and

(2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production" or for other purposes specified in an endorsement to this policy.

b. Property Not Covered

Covered Property does not include:

- (1) Cut-outs;
- (2) Unused footage; or
- (3) Library stock.

c. Covered Causes of Loss

Covered Causes of Loss means:

- (1) Faulty materials;
- (2) Faulty equipment;
- (3) Faulty editing;
- (4) Faulty developing;
- (5) Faulty processing;

- (6) Accidental electric, magnetic, or x-ray injury, disturbance or erasure of film, raw film stock, blank media, electronic recordings or video tape.

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.

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

- a. Faulty manipulating or judgment of the camera operator or assistants.
- b. Error(s) of judgment in exposure, lighting or sound recording.
- c. Use of incorrect raw film stock, videotape or media/software.
- d. Errors in machine programming or instructions to the machine.
- e. Use of film, videotape, cameras, lenses or photographic tape or sound equipment that has not been fully tested by you or on your behalf, and found to be in sound operating condition prior to the commencement of the filming of an "Insured Production" or series of productions.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Faulty Stock coverage.

IV. DEDUCTIBLE

We 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 Faulty Stock Coverage. We will then pay the amount of the adjusted loss or damage 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 necessary "Gross Production Costs" you incur to "Restore" the "Insured Production" that exceeds the amount of "Gross Production Costs" you would have incurred if no physical loss or damage had occurred; and
 - (2) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. Your loss will not include:
 - (1) Loss of earnings or profit; or
 - (2) "Gross Production Costs" incurred due to delay in completing an "Insured Production".

But we will pay for "Insurable Production Cost" incurred:

 - (a) As the direct result of unavoidable delay that occurs during the period necessary to "Restore" the affected portions of the "Insured Production"; and
 - (b) As the result of a covered "Stop Date Loss", as described in Part III.d. of the Policy Conditions.
- c. We will reduce the amount of your loss to the extent:
 - (1) You can resume the "Insured Production" and discontinue incurring extra "Gross Production Costs"; or
 - (2) You do not "Restore" the affected portions of the "Insured Production" as quickly as practicable.

We will pay based on the length of time it would have taken to "Restore" the affected portions of the "Insured Production" as soon as practicable.
- d. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing the "Insured Production", irrespective of any completion or delivery date requirements for the "Insured Production", we will pay as loss the total "Gross Production 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 "Restore" the affected portions of the "Insured Production" as quickly as practicable.

VII. ADDITIONAL DEFINITION

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

"Restore" means to re-photograph, re-tape, recreate or reprogram in substantially the same manner the affected portions of the "Insured Production".

VIII. WARRANTIES

Failure to fulfill these warranties will release us from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

You warrant that:

- a. Artwork, drawings, software and related material (hereinafter referred to as "Source Materials") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first;
- b. You will safeguard and maintain all "Source Materials" that have been photographed or used as intended in the production process. Damage to such "Source Materials" will not be considered a loss hereunder, except to the extent that other Covered Property is damaged and you have complied with the above.

COVERAGE G. PERFORMERS/CAST COVERAGE

I. COVERAGE

We will pay the actual and necessary loss you sustain by reason of a Covered Person being prevented from commencing, continuing or completing an assigned duty or role in an "Insured Production". The loss must be caused by or result from a Covered Cause of Loss during the Policy Period.

- a. Covered Person, as used in this Coverage, means a person accepted by us for Performers/Cast Coverage and specifically named in an endorsement attached to this policy.
- b. Covered Causes of Loss
Covered Causes of Loss means accidental injury, sickness or death to a Covered Person except those causes of loss listed in the Exclusions.
- c. Policy Period
 - (1) Policy Period, as used in this Coverage, means the period beginning with the effective date shown in the Declarations, and continuing until the earliest of the following dates:
 - (a) The expiration date of this policy;
 - (b) Completion of "Principal Photography"; or
 - (c) Completion of the "Insured Production".
 - (2) Subject to the Medical Examination Condition below, Policy Period also includes the Pre-Production period of Performers/Cast Coverage. The Pre-Production period begins five (5) days before the start of "Principal Photography".

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.

We will not pay for loss caused by or resulting from any of the following:

- a. Any Covered Person taking part in flying other than as a passenger;
- b. Any Covered Person taking part in any hazardous stunt(s) without our written consent;
- c. The inability of any female to continue her performance because of pregnancy or conditions pertaining to pregnancy;
- d. Any Covered Person over sixty-five years of age unless the person is specifically named in an endorsement attached to this policy;
- e. The following diseases contracted by any Covered Person under nine (9) years of age: mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria;
- f. Any reservation, exception or restriction we have imposed on a Covered Person, as described in the Medical Examination Condition below, regardless of when the event causing loss occurs.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Performers/Cast Coverage.

IV. DEDUCTIBLE

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 Declarations for Performers/Cast Coverage. We 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 necessary "Gross Production Costs" you incur to complete "Principal Photography" that exceeds the amount of "Gross Production Costs" you would have incurred if the covered cause of loss had not occurred; and
 - (2) All other necessary expenses that reduce the amount of loss otherwise payable.

However, your loss will not include loss of earnings of profit.

- b. We will reduce the amount of your loss to the extent:
 - (1) You can resume "Principal Photography" and discontinue incurring extra "Gross Production Costs"; or
 - (2) You do not resume "Principal Photography" as quickly as possible.

We will pay based on the length of time it would have taken to resume "Principal Photography" as soon as possible.

- c. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing "Principal Photography", we will pay as loss the total "Gross Production Costs" you have incurred for the "Insured Production".

VI. ADDITIONAL CONDITIONS

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

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

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

- (1) You must report immediately to us or our authorized representative any fact or circumstance which may prevent a Covered Person from commencing, continuing or completing an assigned duty or role in an "Insured Production" and which may result in a claim under this policy.
- (2) You must immediately secure and file with us or our authorized representative the certification of a duly licensed physician. The certification must include a complete description of the injury, sickness or death and the prognosis.

- (3) You must make every effort to preserve our rights, including enforcing any contractual conditions or terms applicable to the Covered Person, to:
 - (a) Have any Covered Person examined by a medical doctor of our choice; and
 - (b) Have continuing access to the medical records of any Covered Person.

WARRANTY

It is warranted that your failure to comply with any of these conditions will prejudice us and will release us from any claim that involves such failure.

b. **Medical Examination**

- (1) Each Covered Person must submit to us either a signed Medical Examination performed by a duly licensed physician approved by us or a Statement of Health on forms approved by us, dated not more than five (5) days prior to the date the Covered Person's assigned duties or role in the "Insured Production" are scheduled to commence. The Statement of Health must disclose:
 - (a) Any medical condition that has been treated; or
 - (b) Any medication that has been prescribed;
 within one year prior to the date the Statement of Health is completed.
- (2) Performers/Cast Coverage for the Covered Person will become effective on the date we approve the Medical Examination or Statement of Health. Based on the medical information submitted to us, we have the right to make any reservation, exception or restriction regarding the insurability of the Covered Person within a reasonable period of time. We will not pay for loss caused by or resulting from any such reservation, exception or restriction.

POLICY NUMBER:

DICE PRODUCERS PORTFOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DECLARATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

DICE PRODUCERS PORTFOLIO COVERAGES INDICATED BELOW

In consideration of the additional premium stated below, subject to all of the terms and conditions and limitations of the policy, coverage for the production provisionally titled as listed below is hereby added to this policy as an "Insured Production".

Production No.:

"Insured Production":

Effective Date:

Expiration Date:

At 12:01 AM Standard Time at the Mailing Address of the Named Insured

Type of Production:

Estimated "Gross Production Costs": \$_____

Coverage:	<u>Limits of Insurance</u>	<u>Deductible</u>
Coverage A. Props, Sets & Wardrobe	\$_____	\$_____
Coverage B. Extra Expense	\$_____	\$_____
Coverage C. Third Party Property Damage	\$_____	\$_____
Coverage D. Miscellaneous Equipment	\$_____	\$_____
Coverage E. Negative Film	\$_____	\$_____
Coverage F. Faulty Stock	\$_____	\$_____
Coverage G. Performers/Cast	\$_____	\$_____

Total Additional Premium (see Premium Rate Schedule): \$_____

Taxes, Surcharges & Fees: \$_____

Deposit Premium: \$_____

Form(s) and Endorsement(s) applicable to the "Insured Production" declared in this Endorsement:

Except as described above, the "Insured Production" is subject to all the terms, conditions and limitations of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADMINISTRATIVE COSTS

This endorsement modifies insurance provided under the following:

DICE PRODUCERS PORTFOLIO

COVERAGE B. EXTRA EXPENSE

COVERAGE E. NEGATIVE FILM

COVERAGE F. FAULTY STOCK

COVERAGE G. PERFORMERS/CAST COVERAGE

The definition of "Gross Production Costs" in Policy Condition IV.c. is replaced by the following:

"Gross Production Costs" means all costs incurred by you during the policy period except:

- (1) Any cost you did not initially incur or report as a cost directly related to the "Insured Production"; and
- (2) Any costs specifically stated not to be "Gross Production Costs" in an endorsement to this policy.

"Gross Production Costs" includes administrative costs not directly related to an "Insured Production", which we will compute at _____% of other "Gross Production Costs" for the purposes of premium computation and determining the amount of your loss.

POLICY NUMBER:

DICE PRODUCERS PORTFOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINAL AUDIT

This endorsement modifies insurance provided under the following:

**DICE PRODUCERS PORTFOLIO
ALL COVERAGES**

The final Audited Earned Premium for the Policy Period from _____ to _____ is calculated as follows:

Audited "Gross Production Costs":	\$ _____
Estimated "Gross Production Costs"	\$ _____
Audited Earned Premium (subject to Premium Rate Schedule and the Minimum Policy Premium of \$ _____):	\$ _____
Endorsements and Additional Premiums:	\$ _____
Less the Deposit Premium shown on the Premium Rate Schedule:	\$ _____
Subtotal:	\$ _____
State Assessment Charges:	\$ _____
Additional or Return Premium (subject to the Minimum Policy Premium of \$ _____):	\$ _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED PRODUCTION(S)

This endorsement modifies insurance provided under the following:

DICE PRODUCERS PORTFOLIO ALL COVERAGES

The insurance afforded by this policy applies only to an "Insured Production" that is described in paragraph 1. below, paragraph 2. below, or in an endorsement to this policy.

This endorsement applies only to the paragraph marked .

- 1. The following types of productions are "Insured Productions" under this policy:
 - a. Productions with total "Gross Production Costs" of less than \$_____
 - b. Productions with a Production Shoot in less than _____ days
 - c. Productions filmed Worldwide
 - Productions filmed in the following countries:
 - d. The following categories of productions:
 - A. Documentaries
 - B. Industrial Films
 - C. Commercials
 - D. Animation
 - E. Music Videos
 - F. Contract Filming
 - G. Corporate Films
 - H. Directors Reels & Presentations
 - e. None, if no box is checked for paragraph a., b., c. or d. above.

- 2. "Insured Productions" shall include only the Productions or Events specified below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBRARY STOCK

This endorsement modifies insurance provided under the following:

**DICE PRODUCERS PORTFOLIO
COVERAGES SPECIFIED BELOW**

COVERAGE E. NEGATIVE FILM

COVERAGE F. FAULTY STOCK

1. The following is added to Paragraph I.a. Covered Property:

Covered Property, as used in this Coverage, includes the following:

Your original cut negative film of completed or released productions, duplicate negatives, completed video tapes or other media which is considered library stock.

2. Paragraph I.b. Property Not Covered is amended to remove subparagraph (3) Library stock.

3. Part III. Limits of Insurance is replaced by the following:

a. The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for the applicable Coverage(s).

b. Subject to the above limit of insurance applicable to any one occurrence, the most we will pay for loss or damage to library stock in any one occurrence is \$_____.

c. Subject to the above limits of insurance applicable to any one occurrence and library stock, \$_____ is the most we pay for loss or damage to any one production or episode.

4. The following is added to Part IV. Deductible:

With respect to library stock, the deductible amount is \$_____ instead of the deductible amount shown in the Declarations or otherwise applicable.

5. The following is added to Part V. Method of Valuation:

The amount of your library stock loss will be determined based on the actual cost to reprint or copy in whole or in part the affected portions of the library stock, whether or not the reprint or copy is made from an original or a copy of the lost or damaged library stock.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBRARY STOCK (REGENERATION)

This endorsement modifies insurance provided under the following:

**DICE PRODUCERS PORTFOLIO
COVERAGES SPECIFIED BELOW**

COVERAGE E. NEGATIVE FILM

COVERAGE F. FAULTY STOCK

1. The following is added to Paragraph I.a. Covered Property:

Covered Property, as used in this Coverage, includes the following:

Your original cut negative film of completed or released productions, duplicate negatives, completed video tapes or other media which is considered library stock.

2. Paragraph I.b. Property Not Covered is amended to remove subparagraph (3) Library stock.

3. Part III. Limits of Insurance is replaced by the following:

a. The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for the applicable Coverage(s).

b. Subject to the above limit of insurance applicable to any one occurrence, the most we will pay for loss or damage to library stock in any one occurrence is \$_____.

c. Subject to the above limits of insurance applicable to any one occurrence and library stock, \$_____ is the most we pay for loss or damage to any one production or episode.

4. The following is added to Part IV. Deductible:

With respect to library stock, the deductible amount is \$_____ instead of the deductible amount shown in the Declarations or otherwise applicable.

5. The following is added to Part V. Method of Valuation:

The amount of your library stock loss will be determined based on the actual cost to regenerate, reprint or copy in whole or in part the affected portions of the library stock, whether or not the reprint or copy is made from an original or a copy of the lost or damaged library stock.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE AMENDMENT (FILMING LOCATION)

This endorsement modifies insurance provided under the following:

DICE PRODUCERS PORTFOLIO

This endorsement applies only to those Coverages marked

Coverage G. Performers/Cast, Part IV. Deductible is replaced by the following:

IV. DEDUCTIBLE

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 below. We will then pay the amount of the adjusted loss in excess of that deductible, up to the applicable limit of insurance.

We will calculate the deductible amount as follows:

- a. With respect to "Insured Productions" filmed in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____ for loss caused by sickness, and a minimum deductible amount of \$_____ for causes of loss other than sickness.
- b. With respect to "Insured Productions" filmed elsewhere than in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____.

Coverage B. Extra Expense, Part IV. Deductible is replaced by the following:

IV. DEDUCTIBLE

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 below. We will then pay the amount of the adjusted loss in excess of that deductible, up to the applicable limit of insurance.

We will calculate the deductible amount as follows:

- a. With respect to "Insured Productions" filmed in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____.
- b. With respect to "Insured Productions" filmed elsewhere than in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____.

Coverage F. Faulty Stock, Part IV. Deductible is replaced by the following:

IV. DEDUCTIBLE

We 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 below. We will then pay the amount of the adjusted loss or damage in excess of that deductible, up to the applicable limit of insurance.

We will calculate the deductible amount as follows:

- a. With respect to "Insured Productions" filmed in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss or damage, subject to a minimum deductible amount of \$_____.
- b. With respect to "Insured Productions" filmed elsewhere than in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss or damage, subject to a minimum deductible amount of \$_____.

LIMITATION OF OWNED COVERED PROPERTY TO OFF PREMISES COVERAGE

This endorsement modifies insurance provided under the following:

**DICE PRODUCERS PORTFOLIO
COVERAGE D. MISCELLANEOUS EQUIPMENT**

1. The definition of Covered Property in Paragraph a. of Part I Coverage is replaced by the following:
 - a. Covered Property, as used in this Coverage, means:
 - (1) Your personal property, including, but not limited to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, mechanical effects equipment, grip equipment and "Mobile Equipment" while away from premises that you own, lease or operate; and
 - (2) Similar property of others in your care, custody or control and for which you are legally liable, wherever located;that are used or intended to be used in an "Insured Production" or for other purposes specified in an endorsement to this policy.
2. Part III. Limits of Insurance is replaced by 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 Miscellaneous Equipment coverage.
 - b. Subject to a. above, \$_____ is the most we will pay in any one occurrence for loss or damage to your personal property.

PREMIUM RATE SCHEDULE

This endorsement modifies insurance provided under the following:

**DICE PRODUCERS PORTFOLIO
ALL COVERAGES**

1. The Earned Premium is subject to an audit of the "Gross Production Costs", upon our request, as described in Policy Condition III. b. - Premium.
2. We will compute the Earned Premium by applying the rates set forth in the Rating Schedule below to the final "Gross Production Costs" incurred during the policy period, subject to any applicable minimum premiums.
3. Rating Schedule

Rate per \$100 of "Gross Production Costs": \$_____

- a. \$_____ for the first \$_____
- b. \$_____ for the next \$_____
- c. \$_____ for the next \$_____
- d. \$_____ for the next \$_____
- e. \$_____ over \$_____

Estimated total "Gross Production Costs": \$_____

Deposit Premium (Based on the rates above):	\$_____
Subject to a Minimum Premium of \$_____	
(Not subject to short-rate adjustment)	
Additional Premium (Not subject to audit):	\$_____
State Assessment Charges:	\$_____
Total Policy Premium	\$_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TALENT AND NON-BUDGETED COSTS

This endorsement modifies insurance provided under the following:

DICE PRODUCERS PORTFOLIO

COVERAGE B. EXTRA EXPENSE

COVERAGE E. NEGATIVE FILM

COVERAGE F. FAULTY STOCK

1. The amount of your loss, as described in Paragraph a. of Part V. Method of Valuation, is amended to include the following:
At your option, the costs of talent, services or facilities provided by others and not budgeted or paid for by you.
2. Subject to the Limit of Insurance otherwise applicable, the most we will pay for the costs described above in any one occurrence is \$_____.
3. For the purposes of computing the earned premium under this policy, the definition of "Gross Production Costs" in Policy Condition IV.c. is amended to include the amount of any loss we pay for the costs described in Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TALENT AND NON-BUDGETED COSTS (NO LEGAL OBLIGATION)

This endorsement modifies insurance provided under the following:

**DICE PRODUCERS PORTFOLIO
COVERAGE B. EXTRA EXPENSE
COVERAGE E. NEGATIVE FILM
COVERAGE F. FAULTY STOCK**

1. The amount of your loss, as described in Paragraph a. of Part V. Method of Valuation, is amended to include the following:
At your option, the costs of talent, services or facilities provided by others and not budgeted or paid for by you, whether or not you are legally obligated to pay such costs.
2. Subject to the Limit of Insurance otherwise applicable, the most we will pay for the costs described above in any one occurrence is \$_____.
3. For the purposes of computing the earned premium under this policy, the definition of "Gross Production Costs" in Policy Condition IV.c. is amended to include the amount of any loss we pay for the costs described in Paragraph 1. above.

FILM PRINT FLOATER POLICY

Throughout this policy, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Part VIII. - Definitions.

I. COVERAGE

We will pay the actual and necessary loss you sustain due to the direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the policy period.

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

- (1) Exposed motion picture film and its sound track or sound record;
- (2) Properly recorded digital recordings, magnetic or video tape and its sound track or other sound record. Tape is considered to be properly recorded if it has been replayed and checked after recording;
- (3) Interpositives and positive prints of films;
- (4) Work prints, cutting copies, and fine grain prints;
- (5) Transparencies, cels, art work used to create animation images, and software and related material used to generate computer images in connection therewith;

that are a completed production and part of your library stock.

b. Property Not Covered

Covered Property does not include:

- (1) Cut-outs; or
- (2) Unused footage.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

II. EXCLUSIONS

a. We 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 we 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) Risks of contraband or illegal transportation or trade.

(3) (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.

(4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

Exclusions a.(1) through a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

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

(1) 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.

- (2) Any uninsured event occurring before, concurrently with or after the happening of an insured event, which directly or indirectly causes or in any way contributes to cause or increase loss or damage under this policy, but only with respect to that portion of any such loss caused by or contributed to by the uninsured event.
- (3) Discharge, dispersal, seepage, migration, release or escape of "Pollutants" or environmental impairment of any kind.

But if any of these results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- (4) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- (5) The use of incorrect raw film stock, videotape or media/software.
- (6) Developing, cutting or printing of film or other laboratory work.
- (7) Deterioration, atmospheric dampness or changes in temperature.
- (8) Electric, magnetic or x-ray injury, disturbance or erasure of film, raw film stock, blank media, electronic recordings or video tape.
- (9) Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- (10) Delay, loss of use, loss of market, interruption of business, or any other consequential loss due to loss of or damage to videotape stock, raw film stock or blank media.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

- a. We 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. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.
- b. The terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

V. LOSS CONDITIONS

a. Abandonment of Property

There can be no abandonment of any property to us without our written consent.

b. Access To Records And Examination Under Oath

We or our representatives may examine and audit your books and records as they relate to this policy at any time during the term of coverage or while a claim is pending.

If requested, you must permit us to question you and, so far as within your power, all other interested persons under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

c. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days after receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If they are unable to agree upon an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three shall be binding. Each party will pay its chosen appraiser and equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, we will still retain our right to deny the claim.

d. Due Diligence Clause

You 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 loss or claim insured under this policy. This policy extends to indemnify you for any additional expenses necessarily incurred by you to avoid or diminish such loss or claim, subject to any deductible provisions of this policy. This indemnification will not increase the limit of insurance, and we will not pay more for any loss than the amount that would have been payable had you not incurred the additional expenses.

e. Duties in the Event of Loss or Damage

In case of a loss or damage to which this insurance may apply, you must see that the following duties are performed:

- (1) Police Notification - Notify the police if a law may have been broken.
- (2) Minimize Loss or Damage – Take all reasonable steps to protect the property from further damage and minimize the loss. Keep a record of your expenses in doing so for consideration in the settlement of the claim. This will not increase the limit of insurance.

(3) Notice of Loss or Damage

- (a) Report immediately to us or our authorized representative any loss or damage which may become a claim under this policy. Include a description of the property or loss involved.
- (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof. You must do this within one hundred eighty (180) days after discovery of the loss or damage.

(5) Cooperation

- (a) Except at your own cost, make no voluntary payments, assume no obligations, and incur no expenses without our consent.
- (b) Permit us to inspect the property and records proving the loss or damage.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (c) Immediately send us copies of any demands, summonses or legal papers received in connection with the claim or suit.
- (d) Cooperate with us in the investigation or settlement of the claim.

(6) If you intend to "Restore" the lost or damaged Covered Property you must do so as quickly as practicable.

f. Loss Payment

- (1) Loss or damage covered by this policy will be payable to you or your loss payee.

We agree that any holder of a Certificate of Insurance issued by us or on our behalf will be considered a Loss Payee, subject to your legal liability.

- (2) We will not pay you more than your financial interest in the covered property.

- (3) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (4) We will pay you for covered loss or damage within thirty (30) days after we receive and accept a satisfactory sworn proof of loss, if you have complied with all the terms of this policy and:
 - (a) We have reached agreement with you on the amount of loss;
 - (b) A final judgment has been entered; or
 - (c) An appraisal award has been made.
- (5) We may adjust losses directly with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
- (6) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

We will not be liable for any part of a loss that has been paid or made good by others.

g. Method of Valuation

- (1) The amount of your loss will be determined based on the following:
 - (a) All necessary expenses you incur to "Restore" the Covered Property; and
 - (b) All other necessary expenses that reduce the amount of loss otherwise payable.
- (2) Your loss will not include:
 - (a) Loss of earnings or profit; or
 - (b) Expenses incurred due to delay in "Restoring" Covered Property.

But we will pay for necessary expenses incurred as the direct result of unavoidable delay that occurs during the period necessary to "Restore" the affected portions of Covered Property.

- (3) We will reduce the amount of your loss to the extent you do not "Restore" the affected portions of the Covered Property as quickly as practicable. We will pay based on the length of time it would have taken to "Restore" the affected portions of the Covered Property as soon as practicable.

h. Other Insurance

If at the time of loss or damage any other insurance is available, which would apply to the loss or damage in the absence of this policy, the insurance provided by this policy shall apply as excess insurance over the other insurance.

i. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

j. Subrogation

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

VI. GENERAL CONDITIONS

a. Assignment

This policy may not be assigned or transferred without our written consent.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by returning it to us or our authorized representative, stating in writing the future date it is to be cancelled. The policy period will end on that date.
- (2) We may cancel this policy by written notice to the first Named Insured at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Forty-five (45) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to a minimum earned premium of twenty-five percent (25%) of the deposit premium shown in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of any material fact or circumstances concerning this insurance, by you or any other insured, at any time. If you make any false or fraudulent claim as to amount or otherwise, this policy is void as to that specific claim and we have the right to terminate this policy at that time, and any subsequent claims by you are forfeited.

d. Conformity to State Law

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

e. Inspections and Surveys

- (1) We have the right to:
- (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety recommendations. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs (1) and (2) of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Insurance Not to Benefit Others

No person or organization, other than you, having custody of the property and to be paid for services shall benefit from this insurance. This restriction does not apply to a person or organization, other than a common carrier, who is working on your behalf under the terms of a contract.

g. Legal Action Against Us

No one may bring a legal action against us under this policy unless there has been full compliance with all the terms of this policy and the action is brought within one (1) year after the occurrence causing the loss or damage.

No person or organization has a right under this policy to join us as a party or otherwise bring us into any action to determine the liability of you or any other insured.

h. Policy Changes

This policy contains all of the agreements between you and us concerning the insurance afforded. No changes may be made in this policy except by us in writing.

i. Policy Period

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

j. Premium

- (1) The first Named Insured shown in the Declarations:
- (a) Is responsible for the payment of all premiums; and
 - (b) Will be the payee for any return premiums we pay.
- (2) We will compute all premiums for this policy in accordance with our rules and rates.
- (3) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the close of each audit period we will compute the earned premium for that period, subject to any applicable minimum premium. If this policy is cancelled, the minimum earned premium will be twenty-five percent (25%) of the deposit premium shown in the Declarations.

If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

k. Territory

This policy applies anywhere in the world.

VII. SPECIAL CONDITION

Premises Protection

As a condition of this insurance, you are required to maintain the protective safeguards that you represented were in effect at the time of the attachment of this insurance. Failure to maintain such protective safeguards will release us from all obligations under this policy to the extent that a loss is suffered or increased by that failure.

VIII. DEFINITIONS

a. "Earthquake" means:

- (1) Any earth movement, such as an earthquake, landslide, mine subsidence, or earth sinking, rising or shifting; and
- (2) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano;

provided that all earth movements or volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single earth movement or volcanic eruption.

b. "Flood" means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

c. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (2) Vehicles that travel on crawler treads;
- (3) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.

However, "Mobile Equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

d. "Restore" means to repair, copy, recreate or reprogram in substantially the same manner the affected portions of the Covered Property.

ACCOUNTS RECEIVABLE

I. COVERAGE

a. We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to reestablish your records of accounts receivable.;

that result from Covered Causes of Loss to your records of accounts receivable.

We cover records of accounts receivable

- (1) Within your premises; and
- (2) Away from your premises while in transit.

b. Property Not Covered

Coverage does not apply to:

- (1) Records of accounts receivable in storage away from your premises; or
- (2) Contraband or property in the course of illegal transportation or trade.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to your records of accounts receivable except those causes of loss listed in the Exclusions.

d. Coverage Extension

REMOVAL

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- (1) At a safe place away from your premises; or
- (2) Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the

premises from which the Covered Property is removed.

II. EXCLUSIONS

- a. We 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 we 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) Risks of contraband or illegal transportation or trade.

- (3) (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.

- (4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

- (5) Earth Movement.

But if Earth Movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

For the purposes of this exclusion, Earth Movement means:

- (a) Earthquake, including any earth sinking, rising or shifting related to such event;
 - (b) Landslide, including any earth sinking, rising or shifting related to such event;
 - (c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 - (d) Earth sinking (other than sinkhole collapse), rising or shifting including Soil Conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil Conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.
- (6) Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

For the purposes of this exclusion, Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

Exclusions a.(1) through a.(6) apply whether or not the loss event results in widespread damage or affects a substantial area.

- b. We 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) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- (4) Bookkeeping, accounting or billing errors or omissions.
- (5) Electrical or magnetic injury, disturbance or erasure of electronic recordings. But we will pay for direct loss or damage caused by lightning.
- (6) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- (7) Unauthorized instructions to transfer property to any person or to any place.
- (8) 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. We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
- d. We 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, we will pay for the loss or damage caused by that Covered Cause of Loss:
 - (1) Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- (2) Faulty, inadequate or defective
 - (a) Planning, zoning, development, surveying or siting;
 - (b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
 - (c) Materials used in repair, construction, renovation or remodeling; or
 - (d) Maintenance;
 - of part or all of any property wherever located.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

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 Declarations for Accounts Receivable Coverage. We will then pay the amount of the adjusted loss 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) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

- (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

- (2) The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (a) The amount of the accounts for which there is no loss or damage;
- (b) The amount of the accounts that you are able to reestablish or collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

c. Policy Period

We 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.

e. Protection of Records

Whenever you are not open for business, and except while you are actually using the records, you must keep all records of accounts receivable in the receptacles that you represented were in use at the time of the attachment of this insurance.

f. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

You will pay us the amount of all recoveries you receive for a loss or damage paid by us. But any recoveries in excess of the amount we have paid belong to you.

ELECTRONIC DATA PROCESSING

I. COVERAGE

We 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) We 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 we 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. We 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 we 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, we 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. We 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, we 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. We 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, we 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. We 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 we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

IV. DEDUCTIBLE

We 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. We 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", we 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, we 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) We 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, we will pay based on the length of time it would have taken to resume the operations as quickly as possible.

c. Policy Period

We 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 cells.

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.

VALUABLE PAPERS AND RECORDS

I. COVERAGE

We 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 "Valuable Papers and Records" that are your property or property of others in your care, custody or control.

We cover property:

- (1) Within your premises; and
- (2) Away from your premises while in transit.

- b. Property Not Covered

Covered Property does not include:

- (1) Property not specifically declared and described in the Declarations if such property cannot be replaced with other property of like kind and quality;
- (2) Property held as samples or for delivery after sale;
- (3) Property in storage away from the premises shown in the Declarations; or
- (4) Contraband or property in the course of illegal transportation or trade.

- c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

- d. Coverage Extension

REMOVAL

If you give us written notice within 10 days of removal of your "Valuable Papers and Records" because of imminent danger of loss or damage, we will pay for loss or damage while they are:

1. At a safe place away from your premises or
2. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the premises from which the Covered Property is removed.

II. EXCLUSIONS

- a. We 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 we 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, combating 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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

- (4) Earth Movement.

But if Earth Movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

For the purposes of this exclusion, Earth Movement means:

- (a) Earthquake, including any earth sinking, rising or shifting related to such event;
- (b) Landslide, including any earth sinking, rising or shifting related to such event;
- (c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (d) Earth sinking (other than sinkhole collapse), rising or shifting including Soil Conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil Conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

5. Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

For the purposes of this exclusion, Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

Exclusions a.(1) through a.(5) apply whether or not the loss event results in widespread damage or affects a substantial area.

- b. We 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) Errors or omissions in processing or copying.

But if errors or omissions in processing or copying result in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage.

- (4) Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct loss or damage caused by lightning.

- (5) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- (6) Unauthorized instructions to transfer property to any person or to any place.

- (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. We 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, we will pay for the loss or damage caused by that Covered Cause of Loss:

- (1) Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- (2) Faulty, inadequate or defective:

- (a) Planning, zoning, development, surveying or siting;
- (b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
- (c) Materials used in repair, construction, renovation or remodeling; or

(d) Maintenance;
of part or all of any property wherever located.

- (3) Wear and tear; any quality in the property that causes it to damage or destroy itself; gradual deterioration; insects, vermin or rodents.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

We 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 Valuable Papers and Records Coverage. We 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 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.
- (2) The value of other property will be the least of the following amounts:
 - (a) The actual cash value of that property;
 - (b) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
 - (c) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

c. Policy Period

We 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.

e. Protection of Records

Whenever you are not open for business, and except while you are actually using the property, you must keep all "Valuable Papers and Records" in the receptacles that you represented were in use at the time of the attachment of this insurance.

f. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If so, your loss or damage will be readjusted, based on the amount you received for the property recovered, with allowance for recovery expenses incurred.

VI. DEFINITIONS

For the purposes of this Coverage:

- a. "Valuable Papers and Records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.
But "Valuable Papers and Records" does not mean "Money" or "Securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.
- b. "Money" means:
 - (1) Currency, coins and bank notes whether or not in current use; and
 - (2) Travelers checks, register checks and money orders held for sale to the public.
- c. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "Money" or other property and includes:
 - (1) Tokens, tickets, revenue and other stamps whether or not in current use; and
 - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue; but does not include "Money".

OPERATIONS EXTRA EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

**PERSONAL PROPERTY FLOATER POLICY
RENTAL HOUSE FLOATER POLICY
OFF-TRACK FLOATER POLICY**

- 1. The following **ADDITIONAL COVERAGE** is added to Part I. Coverage:

EXTRA EXPENSE

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to Covered Property. The loss or damage must be caused by or result from a Covered Cause of Loss.

Extra Expense means 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. Coverage pertains to expenses which are incurred to:

- a. Avoid or minimize the "Suspension" of business and to continue "Operations", including relocation expenses and costs to equip and operate any replacement location or temporary location; or
- b. Minimize the "Suspension" of business if you cannot continue "Operations".

Extra Expense does not include:

- a. Loss of earnings or profit;
- b. Expense to repair or replace property; or
- c. Expense payable under any other Coverage of this policy.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

- 2. **ADDITIONAL EXCLUSIONS**

For the purposes of this Additional Coverage, the following exclusions apply in addition to the exclusions described in the policy:

- a. We will not pay for any increase in loss caused by or resulting from delay in rebuilding, repairing or replacing the property or resuming "Operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons.
- b. We will not pay for:
 - (1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to a covered building, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.
But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.
 - (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
 - (3) Any loss caused by or resulting from destruction or corruption of "Electronic Data" or any loss or damage to "Electronic Data".
 - (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "Period of Restoration".

- 3. **LIMITS OF INSURANCE**

The most we will pay for Extra Expense loss in any one occurrence is \$_____.

The limit applicable to this Additional Coverage is in addition to the policy Limits of Insurance.

4. DEDUCTIBLE

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

The Deductible Amount for this Extra Expense Additional Coverage is \$_____ each occurrence.

5. AMENDED POLICY CONDITIONS

a. The following is added to the Loss Condition "Duties In The Event of Loss Or Damage":

If you intend to continue your business, you must resume all or part of your "Operations" as quickly as possible.

b. The following **Method of Valuation** applies to this Additional Coverage:

(1) The amount of Extra Expense will be determined based on:

- (a) All expenses that exceed the normal operating expenses that would have been incurred by "Operations" during the "Period of Restoration" if no direct physical loss or damage had occurred; and
- (b) Necessary expenses that reduce the Extra Expense otherwise incurred.

(2) We will reduce the amount of your Extra Expense loss:

- (a) By the salvage value that remains of any property bought for temporary use during the "Period of Restoration", once "Operations" are resumed;
- (b) By the amount of any Extra Expense that is paid for by other insurance; and
- (c) To the extent you can return "Operations" to normal and discontinue such Extra Expense.

(3) If you do not resume "Operations", or do not resume "Operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "Operations" as quickly as possible.

6. ADDITIONAL DEFINITIONS

For the purposes of this Additional Coverage, the following definitions apply in addition to the definitions described in policy:

a. "Electronic Data" means information, facts or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term Computer Programs, referred to in the foregoing description of Electronic Data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

b. "Operations" means your business activities.

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

(1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss; and

(2) Ends on the earlier of:

- (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (b) The date when business is resumed at a new permanent location.

The expiration date of this policy will not cut short the "Period of Restoration".

d. "Suspension" means the slowdown or cessation of your business activities.

THIRD PARTY PROPERTY DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

**PERSONAL PROPERTY FLOATER POLICY
RENTAL HOUSE FLOATER POLICY
OFF-TRACK FLOATER POLICY**

- 1. The following **ADDITIONAL COVERAGE** is added to Part I. Coverage:

THIRD PARTY PROPERTY DAMAGE

We will pay those sums that the Insured becomes legally obligated to pay as damages because of direct physical loss of or damage, including loss of use, to Covered Property, caused by accident and arising out of any Covered Cause of Loss during the policy period.

We will have the right and duty to defend the Insured against any "Suit" seeking those damages. However, we will have no duty to defend the Insured against any "Suit" seeking damages for direct physical loss or damage to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "Suit" that may result. But:

- (1) The amount we will pay for damages is limited, as described in paragraph 3. - Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the Limit of Insurance in the payment of judgments and settlements.
- a. Covered Property, as used in this Additional Coverage, means tangible property of others in an Insured's care, custody or control that is used or intended to be used in connection with a production or event sponsored by you or for other purposes specified in an endorsement to this policy.
- b. Property Not Covered
 - (1) Personal property rented to or leased by an Insured, except for loss of use of such property;
 - (2) Buildings and premises rented to or leased by an Insured for any use or purpose other than in connection with an insured production or event;
 - (3) Any property that is involved in a hazardous activity or stunt, unless approved by us in writing;
 - (4) Animals;

- (5) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media;
- (6) Motor vehicles, trailers, aircraft or watercraft, except for loss of use of such property.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Coverage Extensions

(1) **Supplementary Payments**

We will pay, with respect to any claim we investigate or settle, or any "Suit" against an Insured we defend:

- (a) All expenses we incur.
- (b) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (c) All reasonable expenses, other than loss of earnings, incurred by the Insured at our request.
- (d) All costs taxed against the Insured in the "Suit".
- (e) Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay our Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (f) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

(2) Who Is An Insured

Throughout this Additional Coverage, the word "Insured" includes you and each of the following:

- (a) If you are a partnership or joint venture, your members and partners, but only with respect to the conduct of your business.
- (b) If you are a limited liability company, your members, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
- (c) If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as your officers or directors.
- (d) If you are a trust, your trustees, but only with respect to their duties as trustees.
- (e) Your "Employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- (f) Your "Volunteer Workers" or any other person under your direct control, but only while performing duties related to the conduct of your business.

2. Additional Exclusions

For the purposes of this Additional Coverage, the following exclusions apply in addition to the exclusions described in the policy.

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

- a. Intentional acts committed by or at the direction of any Insured.
- b. The failure of an Insured to provide reasonable care for Covered Property.

3. LIMITS OF INSURANCE

The most we will pay in damages as the result of any one accident is \$_____.

4. DEDUCTIBLE

Our obligation to pay damages applies only to the amount of damages in excess of the Deductible Amount shown below for Third Party Property Damage Additional Coverage. The deductible amount applies to all damages as the result of any one accident, regardless of the number of persons or organizations who sustain damages because of that accident.

This deductible does not apply to a loss of use claim for property that is covered for direct physical loss or damage under any other Coverage of this policy.

The Deductible Amount for this Third Party Property Damage Additional Coverage is \$_____ each accident.

5. AMENDED CONDITIONS

- a. The following policy Conditions do not apply to this Additional Coverage:
 - Insurance To Value
 - Method of Valuation
- b. The Loss Payment Condition is replaced by the following:
 - (1) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
 - (2) We will not be liable for any part of a loss that has been paid or made good by others.

6. ADDITIONAL CONDITION

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

Legal Action Against Us

The following is added to the Legal Action Against Us Condition:

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Additional Coverage or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured, and the claimant or the claimant's legal representative.

7. ADDITIONAL DEFINITIONS

For the purposes of this Additional Coverage, the following definitions apply in addition to the definitions described in the policy:

- a. "Employee" includes a "Leased Worker" and a "Temporary Worker".
- b. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased Worker" does not include a "Temporary Worker".
- c. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes:

- (1) An arbitration proceeding in which damages are claimed and to which the Insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
- d. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "Employee" on leave or to meet seasonal or short-term workload conditions.
- e. "Volunteer Worker" means a person who is not your "Employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

OFFICE EQUIPMENT & FURNISHINGS COVERAGE

This endorsement modifies insurance provided under the following:

**PERSONAL PROPERTY FLOATER POLICY
OFF-TRACK FLOATER POLICY**

1. The following **Coverage Extension** is added to Part I. Coverage:

Office Equipment & Furnishings Coverage

a. Paragraph a., Covered Property, is extended to include the following:

- (1) Your furniture and fixtures that are used in your business or for other purposes related to your business;
- (2) Furniture and fixtures of others in your care, custody or control and for which you are legally liable; and
- (3) Your use interest as tenant in Improvements and Betterments.

Improvements and Betterments are fixtures, alterations, installations or additions:

- (a) Made a part of the building or structure you occupy but do not own; and
- (b) You acquired or made at your expense but cannot legally remove.

b. Paragraph b., Property Not Covered, is amended to delete any references to furniture and fixtures or improvements and betterments to the extent they might conflict with this Coverage Extension

2. **LIMITS OF INSURANCE**

Solely with respect to loss or damage to the property described in paragraph 1.a. above, Part III. Limits of Insurance is replaced by the following:

The most we will pay for loss or damage in any one occurrence is \$_____.

The limit applicable to this Coverage Extension is in addition to the policy Limits of Insurance.

3. **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 property.

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

Deductible Amount: \$_____ each occurrence

4. **ADDITIONAL CONDITION**

The following is added to the **Method of Valuation** Condition:

We will determine the value of Tenant's Improvements and Betterments at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
- (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

VEHICLE PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

- PERSONAL PROPERTY FLOATER POLICY**
- RENTAL HOUSE FLOATER POLICY**
- OFF-TRACK FLOATER POLICY**
- THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE A. THEATRICAL PERSONAL PROPERTY**

1. COVERAGE EXTENSION

Vehicle Physical Damage

Part I. Coverage is amended as follows:

- a. Paragraph a. Covered Property is extended to include motor vehicles, motorcycles or any other self-propelled land conveyances (other than "Mobile Equipment") that:
 - (1) You own and operate and are specifically scheduled on an endorsement to this policy;
 - (2) You acquire and operate after the policy begins, but only for thirty days from the date of purchase; or
 - (3) Are the property of others in your care, custody or control and for which you are legally liable.
 The property must be used or intended to be used as described in Part I. Coverage of the policy.
- b. Paragraph I.b. Property Not Covered is changed as follows:
 - (1) References in Property Not Covered to the property described in a. above are deleted to the extent they might conflict with this Coverage Extension.
 - (2) The following described property is added to Property Not Covered:
 - (a) Property not permanently installed in a motor vehicle, motorcycle, or any other self-propelled land conveyance;
 - (b) Any motor vehicle, motorcycle or other self-propelled conveyance while used in competitive or racing events, unless specifically added to this policy by an endorsement.

2. LIMITS OF INSURANCE

Solely with respect to loss or damage to the property described in 1.a. above, Part III. Limits of Insurance is replaced by the following:

- a. The most we will pay for loss or damage in any one occurrence is \$_____.
- b. Subject to a. above, the most we will pay for loss or damage to any one motor vehicle, motorcycle or any other self-propelled land vehicle is \$_____.

3. 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 property.

We 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 shown below. We will then pay the amount of the adjusted loss or damage in excess of that Deductible, up to the applicable limit of insurance.

In determining the amount, if any, that we will pay for any one motor vehicle, motorcycle or other self-propelled land vehicle that has sustained loss or damage, the Deductible amount is _____% of the adjusted loss or damage for the vehicle.

However, the Deductible amount for any one motor vehicle, motorcycle or other self-propelled land vehicle that has sustained loss or damage will be not less than \$_____ and not more than \$_____.

4. **AMENDED CONDITIONS**

a. **Insurance to Value**

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

b. **Method of Valuation**

We will determine the value of Covered Property to which this endorsement applies in the event of loss or damage in accordance with the Method of Valuation described in the policy for vehicles.

BUSINESS INCOME & EXTRA EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

**PERSONAL PROPERTY FLOATER POLICY
RENTAL HOUSE FLOATER POLICY
OFF-TRACK FLOATER POLICY**

1. The following **ADDITIONAL COVERAGES** are added to Part I. Coverage:

a. Business Income

(1) We will pay for the actual loss of "Business Income" you sustain due to the necessary "Suspension" of your "Operations" during the "Period of Restoration".

The "Suspension" must be caused by direct physical loss of or damage to:

- (a) Covered Property in the policy Territory; or
- (b) Real property at the "Described Premises".

The loss or damage must be caused by or result from a Covered Cause of Loss.

(2) Coverage Extensions

(a) Extended Business Income

If the necessary "Suspension" of your "Operations" produces a "Business Income" loss payable under the Business Income Additional Coverage, we will pay the actual loss of "Business Income" you incur during the period that:

- (i) Begins on the date property (except "Finished Stock") is actually repaired, rebuilt or replaced and "Operations" are resumed; and
- (ii) Ends on the earlier of:
 - (aa) The date you could restore your "Operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (bb) The number of consecutive days shown in Item 2. of the Schedule below after the period begins.

However, Extended Business Income does not apply to loss of "Business Income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss.

(b) Alterations and New Buildings

We will pay for the actual loss of "Business Income" you sustain due to direct physical loss or damage at the "Described Premises" caused by or resulting from any Covered Cause of Loss to:

- (i) New buildings or structures, whether complete or under construction;
- (ii) Alterations or additions to existing buildings or structures; and
- (iii) Machinery, equipment, supplies or building materials located on or within 100 feet of the "Described Premises" and
 - (aa) Used in the construction, alterations or additions; or
 - (bb) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "Operations", the "Period of Restoration" will begin on the date "Operations" would have begun if the direct physical loss or damage had not occurred.

b. Extra Expense

- (1) We will pay the actual and necessary "Extra Expense" you sustain during the "Period of Restoration" to:
 - (a) Avoid or minimize the "Suspension" of business and to continue "Operations" at:
 - (i) The "Described Premises" with respect to direct physical loss of or damage to real property;
 - (ii) Anywhere in the policy Territory with respect to direct physical loss of or damage to Covered Property; or
 - (iii) Any other replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; and
 - (b) Minimize the "Suspension" of business if you cannot continue "Operations".
- (2) To the extent it reduces the amount of loss that otherwise would have been payable under these Additional Coverages, we will also pay necessary "Extra Expense" to:
 - (a) Repair or replace property; and
 - (b) Research, replace or restore the lost information stored on Electronic Media and Records or Valuable Papers and Records, if such property is included as Covered Property.

c. Civil Authority

- (1) We will pay for the actual loss of "Business Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the "Described Premises" due to direct physical loss of or damage to property, other than at the "Described Premises", caused by or resulting from any Covered Cause of Loss.
- (2) Period of Coverage for "Business Income"
 - (a) Civil Authority Coverage for "Business Income" will begin the following number of consecutive days after the time of the action:

The number of days shown in Item 7. of the Schedule, used to establish the beginning of the "Period of Restoration" for "Business Income". In the absence of an entry in Item 7, coverage will begin immediately after the time of the action.
 - (b) Civil Authority Coverage for "Business Income" will apply after coverage begins for a period of up to the number of consecutive weeks shown in Item 3. of the Schedule.
- (3) Period of Coverage for "Extra Expense"

Civil Authority Coverage for "Extra Expense" will begin immediately after the time of the action and will end at the later of the following times:

 - (a) The number of consecutive weeks shown in Item 3. of the Schedule after coverage begins; or
 - (b) When your "Business Income" coverage ends.

2. COVERED PROPERTY

For the purposes of these Additional Coverages, Covered Property has the meaning described in the policy and the following additional property, if specifically added to the policy by endorsement:

- (a) Electronic Media and Records, meaning:
 - (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
 - (2) Data stored on such media; or
 - (3) Programming records used for electronic data processing or electronically controlled equipment.
- (b) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media.
- (c) Valuable Papers and Records.

3. ADDITIONAL EXCLUSIONS

For the purposes of these Additional Coverages, the following exclusions apply in addition to the exclusions described in the policy:

- a. We 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) Earth Movement.

But if Earth Movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

For the purposes of this exclusion, Earth Movement means:

- (a) Earthquake, including any earth sinking, rising or shifting related to such event;
- (b) Landslide, including any earth sinking, rising or shifting related to such event;
- (c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (d) Earth sinking (other than sinkhole collapse), rising or shifting including Soil Conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil Conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

(2) Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

For the purposes of this exclusion, Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

(3) (a) "Flood";

- (b) Mudslide or mudflow;
- (c) Water that backs up or overflows from a sewer, drain or sump; or
- (d) Water under the ground surface pressing on, or flowing or seeping through:
 - (i) Foundations, walls, floors or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows or other openings.

But if the water, mudslide or mudflow, as described in (3)(a) through (3)(d) above results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

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

When designated by in the Schedule below, exclusions a.(1) through a.(3) apply only to loss or damage to real property.

b. We will not pay for:

- (1) Any increase in loss caused by or resulting from delay in rebuilding, repairing or replacing the property or resuming "Operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons.
- (2) Any loss that is directly or indirectly related to any filming activity or event organization, unless specifically added by an endorsement to this policy.
- (3) Any loss caused by or resulting from your need to meet an air date, performance date, delivery date or any contracted time limits.
- (4) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the "Described Premises", however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

- (5) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, unless specifically added by an endorsement to this policy.
- (6) Any loss caused by or resulting from direct physical loss or damage to property described in the Schedule as "Additional Property Excluded".
- (7) Any loss caused by or resulting from destruction or corruption of "Electronic Data" or any loss or damage to "Electronic Data".
- c. We will not pay under the Business Income Additional Coverage or any Business Income Coverage Extension for:
 - (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "Finished Stock"; or
 - (b) The time required to reproduce "Finished Stock".
 - (2) Any increase in loss caused by or resulting from suspension, lapse or cancellation of any license, lease or contract.

But if the suspension, lapse or cancellation is directly caused by the "Suspension" of "Operations", we will cover such loss that affects your "Business Income" during the "Period of Restoration" and any extension of the "Period of Restoration" in accordance with the terms of the Extended Business Income Coverage Extension.
- d. We will not pay under the Extra Expense Additional Coverage for any "Extra Expense" caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "Period of Restoration".

4. LIMITS OF INSURANCE

- a. The most we will pay for "Business Income" loss and "Extra Expense" in any one occurrence is the limit of insurance shown in the Schedule below as applicable to Each Occurrence.
- b. Subject to a. above, the most we will pay for "Business Income" loss and "Extra Expense" in each period of thirty consecutive days after the beginning of the "Period of Restoration" is the percentage of the Each Occurrence limit that is shown in the Schedule as applicable to Each Thirty Days.
- c. Subject to a. and b. above, the most we will pay for the total of "Business Income" loss and "Extra Expense" caused by or resulting from direct physical loss or damage to Electronic Media and Records is the amount of loss sustained and expenses incurred during the period beginning with the start of the "Period of Restoration" and ending at the later of the following times:
 - (1) Sixty (60) consecutive days after the "Period of Restoration" begins; or
 - (2) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- d. Payments under the following Additional Coverages and Coverage Extensions will not increase the applicable Limit of Insurance:
 - (1) Civil Authority
 - (2) Alterations and New Buildings; or
 - (3) Extended Business Income.

5. DEDUCTIBLE

This paragraph applies only when a dollar Deductible Amount is shown in the Schedule below.

We will not pay for "Business Income" loss or "Extra Expense" 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.

6. AMENDED POLICY CONDITIONS

- a. The following is added to the Loss Condition "Duties In The Event of Loss Or Damage":

If you intend to continue your business, you must resume all or part of your "Operations" as quickly as possible.

b. METHOD OF VALUATION

The following **Method of Valuation** applies to these Additional Coverages:

- (1) The amount of "Business Income" loss will be determined based on:
 - (a) The "Net Income" of the business before the direct physical loss or damage occurred;
 - (b) The likely "Net Income" of the business if no covered loss occurred, but not including any "Net Income" that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (c) The operating expenses, including payroll expenses, necessary to resume "Operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (d) Other relevant sources of information, including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices and other vouchers; and
 - (iii) Deeds, liens or contracts.
 - (e) We will reduce the amount of your "Business Income" loss to the extent you can resume your "Operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the "Described Premises" or elsewhere.
- (2) The amount of "Extra Expense" will be determined based on:
 - (a) All expenses that exceed the normal operating expenses that would have been incurred by "Operations" during the "Period of Restoration" if no direct physical loss or damage had occurred; and
 - (b) All necessary expenses that reduce the "Business Income" loss or "Extra Expense" that otherwise would have been incurred.
 - (c) We will deduct from the total of such expenses:
 - (i) The salvage value that remains of any property bought for temporary use during the "Period of Restoration", once "Operations" are resumed; and
 - (ii) Any "Extra Expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance.
 - (d) We will reduce the amount of your "Extra Expense" loss to the extent you can return "Operations" to normal and discontinue such "Extra Expense".
- (3) If you do not resume "Operations", or do not resume "Operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "Operations" as quickly as possible.

7. ADDITIONAL DEFINITIONS

For the purposes of these Additional Coverages, the following definitions apply in addition to the definitions described in the policy:

- a. "Business Income" means the:
 - (1) "Net Income" that would have been earned or incurred; and
 - (2) Continuing normal operating expenses incurred, including payroll.
- b. "Described Premises" means:
 - (1) The locations described in the Schedule below; and
 - (2) Facilities required for the "Operations" described in the Schedule under "Extended Operations".
- c. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. "Extra Expense" means necessary expenses you incur that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

Extra Expense does not include:

- (1) Loss of earnings or profit;
 - (2) Expense to repair or replace property; or
 - (3) Expense payable under any other Coverage of this policy.
- e. "Finished Stock" means stock you have manufactured for sale.
- f. "Net Income" means Net Profit or Loss before income taxes.
- g. "Operations" means your business activities.
- h. "Period of Restoration":
- (1) "Business Income":

With respect to "Business Income", "Period of Restoration" means the period of time that begins with the number of consecutive days shown in the Schedule after the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss, and ends on the earlier of:

 - (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when the business is resumed at a new permanent location.
 - (2) "Extra Expense"

With respect to "Extra Expense", "Period of Restoration" means the period of time that begins immediately after the time of direct physical loss or damage from any Covered Cause of Loss and ends on the earlier of:

 - (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when the business is resumed at a new permanent location.
 - (3) "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
 - (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or any way respond to assess the effects of "Pollutants".
 - (4) The expiration date of this policy will not cut short the "Period of Restoration".
- i. "Suspension" means the slowdown or cessation of your business activities.

SCHEDULE

1. Location(s) of "Described Premises":

2. Extended Business Income

Number of consecutive days to be used in determining the period of coverage, as described in paragraph 1.a.(2)(a)(ii)(bb) above: _____

3. Civil Authority

Number of consecutive weeks to be used in determining the period of coverage, as described in paragraph 1.c. above: _____

The absence of an entry indicates that two consecutive weeks will apply.

4. When designated by below, the following Exclusions apply only to loss or damage to Real Property:

Earth Movement

Volcanic Eruption, Explosion or Effusion

"Flood"

Exclusions a.(1) through a.(3) apply only to loss or damage to Real Property.

The absence of an entry indicates that the exclusions apply to all property.

5. Limits of Insurance

a. Each Occurrence \$ _____

b. Each Thirty Days _____% of 5.a.

6. Deductible Amount \$ _____

7. "Period of Restoration": The "Period of Restoration" for "Business Income" will begin _____ consecutive days after the date of direct physical loss or damage.

The absence of an entry indicates that the "Period of Restoration: begins with the date of direct physical loss or damage caused by or resulting from a Covered Cause of Loss.

8. Extended Operations

"Described Premises" includes facilities required for the following "Operations":

The absence of an entry indicates that "Described Premises" means only the locations described in Item 1. above.

9. Additional Property Excluded

We will not pay for any loss caused by or resulting from direct physical loss or damage to the property described below:

CIVIL AUTHORITY EXTENDED COVERAGE (BROAD FORM)

This endorsement modifies insurance provided under the following:

BUSINESS INCOME & EXTRA EXPENSE COVERAGE (Endorsement IM 255)

1. The following **Coverage Extension** is added to the Civil Authority Additional Coverage:

Operations Civil Authority Coverage

- a. We will pay for the actual loss of "Business Income" you sustain and necessary "Extra Expense" caused by action of civil authority that directly results in the "Suspension" of your "Operations" located in _____. The action of civil authority must prohibit access to facilities you occupy that are used or to be used in connection with your "Operations".
- b. The Period of Coverage for this Extended Coverage is the same as the Period of Coverage for the Civil Authority Additional Coverage.

2. ADDITIONAL EXCLUSIONS

For the purposes of this Coverage Extension, the following exclusions apply in addition to the exclusions described in the policy:

We will not pay for any "Business Income" or 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.

3. LIMITS OF INSURANCE

- a. The most we will pay for "Business Income" loss and "Extra Expense" under this Operations Civil Authority Extended Coverage in any one occurrence is \$_____.
- b. The limit applicable to this Extended Coverage is an additional Limit of Insurance, and paragraph d.(1) of Section 4. Limits of Insurance does not apply.

4. DEDUCTIBLE

We will not pay for "Business Income" loss or "Extra Expense" under this Extended Coverage in any one occurrence until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the Deductible Amount shown below. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

Deductible Amount: \$_____

BUSINESS INCOME CIVIL AUTHORITY EXTENDED COVERAGE (NAMED PERILS)

This endorsement modifies insurance provided under the following:

BUSINESS INCOME & EXTRA EXPENSE COVERAGE (Endorsement IM 255)

1. The following **Coverage Extension** is added to the Civil Authority Additional Coverage:

Operations Civil Authority Coverage

- a. We will pay for the actual loss of "Business Income" you sustain and necessary "Extra Expense" caused by action of civil authority that directly results in the "Suspension" of your "Operations" located in _____. But the action of civil authority must:
- (1) Result from a Covered Cause of Loss; and
 - (2) Prohibit access to facilities you occupy that are used or to be used in connection with your "Operations".
- b. The Period of Coverage for this Extended Coverage is the same as the Period of Coverage for the Civil Authority Additional Coverage.
- c. Covered Causes of Loss, as used in this Coverage Extension, 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 "Described Premises".

2. ADDITIONAL EXCLUSIONS

For the purposes of this Coverage Extension, the following exclusions apply in addition to the exclusions described in the policy:

We will not pay for any "Business Income" or 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; or
- 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.

3. LIMITS OF INSURANCE

- a. The most we will pay for "Business Income" loss and "Extra Expense" under this Operations Civil Authority Extended Coverage in any one occurrence is \$_____.
- b. The limit applicable to this Extended Coverage is an additional Limit of Insurance, and paragraph d.(1) of Section 4. Limits of Insurance does not apply.

4. DEDUCTIBLE

We will not pay for "Business Income" loss or "Extra Expense" under this Extended Coverage in any one occurrence until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the Deductible Amount shown below. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

Deductible Amount: \$_____

FURS, JEWELRY, ART & ANTIQUES COVERAGE

This endorsement modifies insurance provided under the following:

**PERSONAL PROPERTY FLOATER POLICY
RENTAL HOUSE FLOATER POLICY
OFF-TRACK FLOATER POLICY**

1. The following **Coverage Extension** is added to Part I. Coverage:

Furs, Jewelry, Art & Antiques Coverage

- a. Paragraph a., Covered Property, is extended to include the following when used in your business or for other purposes related to your business:
 - (1) Your furs, fur garments and garments trimmed with fur;
 - (2) Your jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
 - (3) Your works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; and
 - (4) Similar property of others in your care, custody or control and for which you are legally liable.
- b. Paragraph b., Property Not Covered, is amended to delete any references to the property described in a. above to the extent they might conflict with this Coverage Extension.

2. **LIMITS OF INSURANCE**

Solely with respect to loss or damage to the property described in paragraph 1.a. above, Part III – Limits of Insurance is replaced by the following:

- a. The most we pay for loss or damage in any one occurrence is \$_____, regardless of the types or number of articles that are lost or damaged in that occurrence.
- b. Subject to a. above, the most we will pay for any one article of property described in paragraph 1. above is \$_____.

The limit applicable to this Coverage Extension is in addition to the policy Limits of Insurance.

3. **DEDUCTIBLE**

Solely with respect to loss or damage to the property described in paragraph 1.a. above, the deductible amount shown below applies instead of the deductible described in Part IV. Deductible or otherwise applicable to the property.

Deductible Amount: \$_____

If no amount is shown, the property is subject to the deductible amount shown in the Declarations.

4. **AMENDED CONDITIONS**

a. **Insurance To Value**

This Condition does not apply to property that is specifically declared and described in the Schedule below.

b. **Method Of Valuation**

The following is added to the Method of Valuation Condition:

We will determine the value of the property described in paragraph 1.a. above as follows:

- (1) The value of each item of property that is specifically declared and described in the Schedule below will be the Limit of Insurance applicable to the lost or destroyed property. The applicable Limit of Insurance will be the lesser of:
 - (a) The policy Limit of Insurance applicable to the lost or damaged property; or
 - (b) The value specified for the property in the Schedule.

- (3) In case of total loss of any items that are part of a pair or set that is individually listed and described in the Schedule, we will pay the full Limit of Insurance applicable to that pair or set. You will surrender to us the remaining items of the pair or set.
- (4) In case of loss or damage to any part of a pair or set that is not individually listed and described in the Schedule, we may:
 - (a) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
 - (b) Pay the difference between the value of the pair or set before and after the loss or damage.
- (5) In case of loss or damage to any part of property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

SCHEDULED PROPERTY

Description

Limit of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED PROPERTY

This endorsement modifies insurance provided under the following:

- PERSONAL PROPERTY FLOATER POLICY
- RENTAL HOUSE FLOATER POLICY
- OFF-TRACK FLOATER POLICY
- FILM PRINT FLOATER POLICY

1. Additional Covered Property

Covered Property includes the property declared and described in the Schedule below.

2. Amended Conditions

a. Insurance To Value

This Condition does not apply to property that is specifically declared and described in the Schedule.

b. Method of Valuation

(1) In the event that an item of property specifically declared and described in the Schedule is lost or destroyed (a total loss), the Method of Valuation described in the policy will not apply. Instead, the value will be the Limit of Insurance applicable to the lost or destroyed property. The applicable Limit of Insurance will be the lesser of:

- (a) The policy Limit of Insurance applicable to the lost or damaged property; or
- (b) The value specified for the property in the Schedule.

(2) In all other cases, the applicable Method of Valuation described in the policy will apply.

SCHEDULE

Scheduled Property	Description	Serial No.	Value
--------------------	-------------	------------	-------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT/VOLCANIC ERUPTION/FLOOD EXCLUSION

This endorsement modifies insurance provided under the following:

- PERSONAL PROPERTY FLOATER POLICY**
- RENTAL HOUSE FLOATER POLICY**
- OFF-TRACK FLOATER POLICY**
- FILM PRINT FLOATER POLICY**

The following exclusions, when designated as applicable, apply in addition to the exclusions described in the policy:

- Earth Movement and Volcanic Eruption
- "Flood"

We 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. Earth Movement.

But if Earth Movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

For the purposes of this exclusion, Earth Movement means:

- a. Earthquake, including any earth sinking, rising or shifting related to such event;
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- d. Earth sinking (other than sinkhole collapse), rising or shifting including Soil Conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil Conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

2. Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

For the purposes of this exclusion, Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava Flow.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

3. "Flood".

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE AND FLOOD COVERAGE AMENDMENT

This endorsement modifies insurance provided under the following:

- PERSONAL PROPERTY FLOATER POLICY
- RENTAL HOUSE FLOATER POLICY
- OFF-TRACK FLOATER POLICY
- FILM PRINT FLOATER POLICY

1. Coverage

This endorsement applies only to the Causes of Loss designated below (the "Designated Causes of Loss"):

- "Earthquake"
- "Flood"

2. Limits of Insurance

This amendment applies only when a Limit of Insurance is entered below.

Part III – Limits of Insurance is replaced by the following:

- a. The most we will pay for the total of all loss or damage that is caused by "Earthquake" or "Flood" in a 12-month period (starting with the beginning of the present annual policy period) is the Aggregate Earthquake and Flood Limit of Insurance shown below.

If a single Earth Movement, Volcanic Eruption or "Flood" begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will **not** apply to such Earth Movement, Volcanic Eruption or "Flood".
- b. Subject to a. above, the most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations or otherwise applicable.
- c. Subject to a. and b. above, the most we will pay for loss or damage caused by or resulting from a single Earth Movement or Volcanic Eruption with respect to "Earthquake" is the Earthquake Limit of Insurance shown below.
- d. Subject to a. and b. above, the most we will pay for loss or damage in any one occurrence caused by or resulting from "Flood" is the Flood Limit of Insurance shown below.
- e. Amounts payable under an Additional Coverage or Coverage Extension, as set forth in the applicable Coverage Form, do not increase the Limits of Insurance shown below.

Aggregate Earthquake and Flood Limit of Insurance: \$ _____

Earthquake Limit of Insurance: \$ _____ each Earth Movement or Volcanic Eruption

Flood Limit of Insurance: \$ _____ each occurrence

3. Deductible

This amendment applies only when a Deductible Amount is entered below.

- a. Solely with respect to the Designated Causes of Loss, paragraph a. of Part IV. Deductible is replaced by the following:
 - (1) "Earthquake"

We will not pay for loss or damage in any single Earth Movement or Volcanic Eruption until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the Deductible Amount shown below. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

(2) "Flood"

We 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 below. We 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 is applicable to each single Earth Movement or Volcanic Eruption with respect to "Earthquake", and to each occurrence with respect to "Flood".
- c. Deductible Amount: \$_____.

4. **BUSINESS INCOME AND EXTRA EXPENSE**

This amendment applies only when coverage for Business Income or Extra Expense is included in the policy.

a. **Deductible**

When an amount is entered below, the stated Deductible Amount will apply instead of the Deductible Amount shown in Section 3.c. above or otherwise applicable to the Coverage.

Deductible Amount for Business Income or Extra Expense Coverage: \$_____

b. **Period of Restoration**

- (1) The "Period of Restoration" definition stated in the applicable Coverage Form, or in any endorsement amending the beginning of the "Period of Restoration", applies to each single Earth Movement or Volcanic Eruption with respect to "Earthquake", and to each occurrence with respect to "Flood".
- (2) Solely with respect to the Designated Causes of Loss, the "Period of Restoration" for "Business Income" will begin _____ consecutive days after:
 - (a) The date of each single Earth Movement or Volcanic Eruption with respect to "Earthquake"; and
 - (b) The date of each occurrence with respect to "Flood".

The absence of an entry indicates that the beginning of the "Period of Restoration" otherwise applicable to the Coverage will apply to the Designated Causes of Loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COMPUTER VIRUS COVERAGE

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA PROCESSING (IM 202)

- 1. Exclusion b.4. reads as follows:

We will not pay for loss or damage caused by or resulting from 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.

- 2. Subject to all of the other terms of the policy and this endorsement, Exclusion b.4. does not apply.

- 3. Limit of Insurance

Subject to the policy Limits of Insurance described in Part III, the most we will pay for loss or damage to which this endorsement applies in any one occurrence is the Limit of Insurance shown in the Schedule below.

- 4. Deductible

For the purposes of the insurance provided by this endorsement, the deductible amount shown in the Schedule below applies instead of the deductible amount shown in the Declarations or otherwise applicable to the property.

SCHEDULE

Limit of Insurance	\$ _____	any one occurrence
Deductible Amount:	\$ _____	any one occurrence

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEHICLE PHYSICAL DAMAGE COVERAGE FOR COMPETITION VEHICLES

This endorsement modifies insurance provided under the following:

VEHICLE PHYSICAL DAMAGE COVERAGE (IM 254)

1. The Vehicle Physical Damage Coverage Extension applies to any motor vehicle, motorcycle or other self-propelled conveyance while used in competitive or racing events.
2. References in Property Not Covered to the property described in 1. above are deleted to the extent they might conflict with the coverage provided by this endorsement.

Insured:

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANT USERS THIRD PARTY PROPERTY DAMAGE INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

PERSONAL PROPERTY FLOATER

Loss Limit: \$ _____ Aggregate per Event / Occurrence
Deductible: \$ _____ Per Claim

***DAILY RATES (1 THRU 4 DAYS)**

DAILY ATTENDANCE					
<u>SPECTATORS/PARTICIPANTS</u>		<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>
A.	1 - 100	\$ 25.00	\$ 30.00	\$ 35.00	REFER TO EBI
B.	101 - 500	\$ 30.00	\$ 40.00	\$ 50.00	REFER TO EBI
C.	501 - 1500	\$ 35.00	\$ 50.00	\$ 65.00	REFER TO EBI
D.	1501 - 3000	\$ 40.00	\$ 60.00	\$ 80.00	REFER TO EBI
E.	3001 - 5000	\$ 45.00	\$ 70.00	\$ 95.00	REFER TO EBI
F.	5001 +	REFER	REFER	REFER	REFER TO EBI

***EXTENDED USE RATES (5 OR MORE DAYS)**

TOTAL ATTENDANCE FOR ALL DAYS					
<u>SPECTATORS/PARTICIPANTS</u>		<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>
A.	1 - 100	\$ 30.00	\$ 50.00	\$ 75.00	REFER TO EBI
B.	101 - 500	\$ 40.00	\$ 65.00	\$ 95.00	REFER TO EBI
C.	501 - 1500	\$ 50.00	\$ 75.00	\$105.00	REFER TO EBI
D.	1501 - 3000	\$ 60.00	\$ 95.00	\$115.00	REFER TO EBI
E.	3001 - 5000	\$ 70.00	\$110.00	\$130.00	REFER TO EBI
F.	5001 +	REFER	REFER	REFER	REFER TO EBI

Insured:

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANT USERS THIRD PARTY PROPERTY DAMAGE INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

PERSONAL PROPERTY FLOATER

Loss Limit: \$ _____ Aggregate per Event / Occurrence
Deductible: \$ _____ Per Claim

***DAILY RATES (1 THRU 4 DAYS)**

DAILY ATTENDANCE

SPECTATORS/PARTICIPANTS

CLASS I - III

CLASS IV

A.	1 - 5000	\$ 50.00	REFER TO EBI
B.	5001 +	REFER	REFER TO EBI

***EXTENDED USE RATES (5 OR MORE DAYS)**

TOTAL ATTENDANCE FOR ALL DAYS

SPECTATORS/PARTICIPANTS

CLASS I

CLASS II

CLASS III

CLASS IV

A.	1 - 100	\$ 50.00	\$ 50.00	\$ 75.00	REFER TO EBI
B.	101 - 500	\$ 50.00	\$ 65.00	\$ 95.00	REFER TO EBI
C.	501 - 1500	\$ 50.00	\$ 75.00	\$ 105.00	REFER TO EBI
D.	1501 - 3000	\$ 60.00	\$ 95.00	\$ 115.00	REFER TO EBI
E.	3001 - 5000	\$ 70.00	\$ 110.00	\$ 130.00	REFER TO EBI
F.	5001 +	REFER	REFER	REFER	REFER TO EBI

MPTV PRODUCERS PORTFOLIO POLICY CONDITIONS

Throughout this policy, “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

The following conditions, exclusions and definitions apply in addition to the applicable Additional Conditions, Additional Exclusions and Additional Definitions in the MPTV Producers Portfolio Coverage Forms.

I. LOSS CONDITIONS

a. Abandonment of Property

There can be no abandonment of any property to us without our written consent.

b. Access To Records And Examination Under Oath

We or our representatives may examine and audit your books and records as they relate to this policy at any time during the term of coverage or while a claim is pending.

If requested, you must permit us to question you and, so far as within your power, all other interested persons under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

c. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days after receipt of the written demand. The two appraisers will then select a competent, impartial

umpire. If they are unable to agree upon an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three shall be binding. Each party will pay its chosen appraiser and equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, we will still retain our right to deny the claim.

d. Deductible

(1) When a deductible applies, the terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.

(2) We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

e. Due Diligence Clause

You 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 loss or claim insured under this policy. This policy extends to indemnify you for any additional expenses necessarily incurred by you to avoid or diminish such loss or claim, subject to any deductible provisions of this policy. This indemnification will not increase the limit of insurance, and we will not pay more for any loss than the amount that would have been payable had you not incurred the additional expenses.

f. Duties In The Event of Loss Or Damage

In case of a loss or damage to which this insurance may apply, you must see that the following duties are performed:

(1) Police Notification - Notify the police if a law may have been broken.

- (2) Minimize Loss or Damage – Take all reasonable steps to protect the property from further damage and minimize the loss. Keep a record of your expenses in doing so for consideration in the settlement of the claim. This will not increase the limit of insurance.
- (3) Notice of Loss or Damage
 - (a) Report immediately to us or our authorized representative any loss or damage which may become a claim under this policy. Include a description of the property or loss involved.
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof. You must do this within one hundred eighty (180) days after discovery of the loss or damage.
- (5) Cooperation
 - (a) Except at your own cost, make no voluntary payments, assume no obligations, and incur no expenses without our consent.
 - (b) Permit us to inspect the property and records proving the loss or damage.
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (c) Immediately send us copies of any demands, summonses or legal papers received in connection with the claim or suit.
 - (d) Cooperate with us in the investigation or settlement of the claim.

g. Loss Payment

- (1) Loss or damage covered by this policy will be payable to you or your loss payee.
We agree that any holder of a Certificate of Insurance issued by us or on our behalf will be considered a Loss Payee, subject to your legal liability.
- (2) We will not pay you more than your financial interest in the covered property.

- (3) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (4) We will pay you for covered loss or damage within thirty (30) days after we receive and accept a satisfactory sworn proof of loss, if you have complied with all the terms of this policy and:
 - (a) We have reached agreement with you on the amount of loss;
 - (b) A final judgment has been entered; or
 - (c) An appraisal award has been made.
- (5) We may adjust losses directly with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
- (6) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

We will not be liable for any part of a loss that has been paid or made good by others.

h. Other Insurance

If at the time of loss or damage any other insurance is available, which would apply to the loss or damage in the absence of this policy, the insurance provided by this policy shall apply as excess insurance over the other insurance.

i. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

j. Subrogation

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

II. GENERAL CONDITIONS

a. Assignment

This policy may not be assigned or transferred without our written consent.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by returning it to us or our authorized representative, stating in writing the future date it is to be cancelled. The Term of Coverage will end on that date.
- (2) We may cancel this policy by written notice to the first Named Insured at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The Term of Coverage will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of any material fact or circumstances concerning this insurance, by you or any other insured, at any time. If you make any false or fraudulent claim as to amount or otherwise, this policy is void as to that specific claim and we have the right to terminate this policy at that time, and any subsequent claims by you are forfeited.

d. Conformity to State Law

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

e. Inspections and Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs (1) and (2) of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Insurance Not to Benefit Others

No person or organization, other than you, having custody of the property and to be paid for services shall benefit from this insurance. This restriction does not apply to a person or organization, other than a common carrier, who is working on your behalf under the terms of a contract.

g. Legal Action Against Us

No one may bring a legal action against us under this policy unless there has been full compliance with all the terms of this policy and the action is brought within one (1) year after the occurrence causing the loss or damage.

No person or organization has a right under this policy to join us as a party or otherwise bring us into any action to determine the liability of you or any other insured.

h. Policy Changes

This policy contains all of the agreements between you and us concerning the insurance afforded. No changes may be made in this policy except by us in writing.

i. Territory

This policy applies anywhere in the world.

III. SPECIAL CONDITIONS

a. Duty to Declare

Prior to the commencement of "Principal Photography", you shall declare to us each production that you undertake during the term of coverage, including any increase in the number of episodes of a series of television productions over and above the number originally declared.

b. Policy Period

We cover loss or damage commencing during the Term of Coverage stated on the Coverage Forms attached to and made a part of this policy.

In the event that "Principal Photography" has not been completed by the estimated completion date stated on the Declarations page, the insurance afforded under this policy shall automatically be extended until completion of "Principal Photography", or until the expiration date of this policy, whichever occurs first. This extension will be subject to additional premium, based on the rating schedule(s) attached to and made a part of this policy.

c. Premium

- (1) The first Named Insured shown in the Declarations:
 - (a) Is responsible for the payment of all premiums; and
 - (b) Will be the payee for any return premiums we pay.
- (2) We will compute all premiums for this policy in accordance with the rating schedule(s) attached to and made a part of this policy.
- (3) You must advise us of the exact date of termination of "Principal Photography" of an "Insured Production" within seven (7) days of that termination date.
- (4) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the end of "Principal Photography" we will compute the earned premium by applying the rates set forth in the rating schedule(s) to the final "Insurable Production Cost", subject to any applicable minimum premiums.

If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the "Insurable Production Cost" and other information we need for premium

computation, and send us copies at such times as we may request.

d. Stop Date Loss

A "Stop Date Loss" is a loss you necessarily incur because of a delay in completing the original shooting schedule of an "Insured Production" that will otherwise prevent you from honoring the termination date to which you have agreed in a written performance contract or agreement for persons or property.

This policy does not insure against loss or damage caused by or resulting from a "Stop Date Loss" unless the need to incur the "Stop Date Loss" directly prevents or reduces loss or damage to which this insurance applies. In that case only, coverage will apply to a "Stop Date Loss", subject to the following conditions:

- (1) If you necessarily incur the "Stop Date Loss" solely and directly as a result of loss or damage to which this insurance applies, the "Stop Date Loss" will be recoverable, subject to the applicable limit of insurance, any applicable deductible provisions, and all other terms and conditions of this policy.
- (2) If you necessarily incur the "Stop Date Loss" partly as a result of loss or damage to which this insurance applies and partly as a result of uninsured loss or damage, then an apportionment of the "Stop Date Loss" will be made.
- (3) If you necessarily incur the "Stop Date Loss" not as a result of loss or damage to which this insurance applies, then no part of the "Stop Date Loss" will be recoverable.

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 three (3) shooting days.

e. Suspension or Abandonment of an "Insured Production"

- (1) You may suspend or abandon an "Insured Production" for reasons other than loss or damage covered under this policy at any time at your sole discretion, upon written notice to us.
 - (a) If you elect to suspend "Principal Photography", the insurance afforded by this policy shall remain in effect, and "Principal Photography" of the "Insured Production" shall be deemed to be continuing for the purposes of determining the earned premium due. "Principal Photography" will be deemed completed only if you notify us within seven (7) days after the "Principal Photography" is discontinued.

Permission is granted to you to abandon the "Insured Production" during the suspension period.

- (b) If you elect to abandon an "Insured Production", coverage under this policy will end thirty (30) days after the abandonment date declared to us or the expiration date of this policy, whichever occurs first.
- (2) Should a covered loss or damage result in abandonment of an "Insured Production" during the term of coverage, under any Coverage of this policy, we have the right to require that you surrender all owned or licensed rights, titles and interests in all documents, underlying works, copyrights and all related material of the "Insured Production". You cannot unreasonably withhold agreement to such surrender.

We agree to increase the limit of insurance for the applicable coverage by the amount actually incurred for all owned or licensed rights, titles and interests in all documents, underlying works, copyrights and all related material of the "Insured Production". As consideration for the increased limits, we may charge an additional premium, using the rate charged for the original policy against the value of the rights obtained.

IV. DEFINITIONS APPLICABLE TO ALL COVERAGES OF THIS POLICY

- a. "Continuity" means costs incurred to match or maintain the Environment of the "Insured Production" during "Principal Photography".
The Environment includes weather, climate, natural lighting or seasonal changes in which you are filming the "Insured Production".
- b. "Earthquake" means:
 - (1) Any earth movement, such as an earthquake, landslide, mine subsidence, or earth sinking, rising or shifting; and
 - (2) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano;provided that all earth movements or volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single earth movement or volcanic eruption.
- c. "Flood" means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

- d. "Insurable Production Cost" includes:
 - (1) All costs, including overhead, chargeable directly to an "Insured Production" or series of productions, including any amount of other overhead you declare at the time you declare an "Insured Production" or series of productions.

However, the following costs shall not be included in "Insurable Production Cost":

- (a) Royalties, residuals, premiums paid for this insurance, interest on loans, and personal and real property taxes;
- (b) Story, scenario, music rights, and sound rights, except with respect to television series, specials and pilots; and
- (c) "Continuity", except when a period of suspension due to covered loss or damage exceeds ninety (90) days.

Nevertheless, you have the option to include these excluded costs at the time you declare an "Insured Production" or series of productions. In that case, such costs will be included in the "Insurable Production Cost"; and

- (2) The amount of any loss or damage paid under this policy. This provision does not apply where premium is based on an episodic charge.
- e. "Insured Production" means a production that has been declared and accepted by us and endorsed to this policy.
- f. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (2) Vehicles that travel on crawler treads;
 - (3) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.However, "Mobile Equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- g. "Principal Photography" means the continuous period of time from the start date to the completion date you actually require to photograph or tape an "Insured Production", including any necessary wraptime.

V. EXCLUSIONS APPLICABLE TO ALL COVERAGES OF THIS POLICY

a. We 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 we 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) Risks of contraband or illegal transportation or trade.
- (3) (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.
- (4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

Exclusions a.(1) through a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- (1) 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.

- (2) Any uninsured event occurring before, concurrently with or after the happening of an insured event, which directly or indirectly causes or in any way contributes to cause or increase loss or damage under this policy, but only with respect to that portion of any such loss or damage caused by or contributed to by the uninsured event.
- (3) Discharge, dispersal, seepage, migration, release or escape of "Pollutants" or environmental impairment of any kind.
But if any of these results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (4) A "Stop Date Loss", as described in Special Condition d., except as otherwise provided in Special Condition d.
- (5) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

SECTION I. CAST COVERAGE

I. COVERAGE

We will pay the actual and necessary loss you sustain by reason of a Covered Person being prevented from commencing, continuing or completing an assigned duty or role in an "Insured Production". The loss must be caused by or result from a Covered Cause of Loss during the Term of Coverage.

- a. Covered Person, as used in this Coverage, means a person accepted by us for Cast Coverage and specifically named in an endorsement attached to this policy.
- b. Covered Causes of Loss
Covered Causes of Loss means accidental injury, sickness or death to a Covered Person except those causes of loss listed in the Exclusions.
- c. Term of Coverage
 - (1) Term of Coverage, as used in this 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) Subject to the Medical Examination Condition below, Term of Coverage also includes the Pre-Production period of Cast Coverage.
 - (a) The Pre-Production period for Covered Persons who are "Guest Artists" in episodic television begins five (5) days before the start of "Principal Photography" or videotaping of the "Insured Production".
 - (b) The Pre-Production period for other Covered Persons begins sixty (60) days before the start of "Principal Photography".
 - (3) You may, provided we are given prior notice:
 - (a) Declare a starting date of "Principal Photography" at any time within the term of the policy; and
 - (b) Continue Cast Coverage for up to sixty (60) days after completion of "Principal Photography" to include necessary pickup and re-shoots.

This extension will be subject to additional premium, based on the rating schedule(s) attached to and made a part of this policy. Additional medical examinations are not required for this extension.

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.

We will not pay for loss caused by or resulting from any of the following:

- a. Any Covered Person taking part in flying other than as a passenger;
- b. Any Covered Person taking part in any hazardous stunt(s) without our written consent;
- c. The inability of any female to continue her performance because of pregnancy or conditions pertaining to pregnancy;
- d. Any Covered Person over sixty-five years of age unless the person is specifically named in an endorsement attached to this policy;
- e. The following diseases contracted by any Covered Person under nine (9) years of age: mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria;
- f. Any reservation, exception or restriction we have imposed on a Covered Person, as described in the Medical Examination Condition below, regardless of when the event causing loss occurs.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Cast Coverage.

IV. DEDUCTIBLE

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 Declarations for Cast Coverage. We 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 necessary "Insurable Production Cost" you incur to complete "Principal Photography" that exceeds the amount of "Insurable Production Cost" you would have incurred if the covered cause of loss had not occurred; and
- (2) All other necessary expenses that reduce the amount of loss otherwise payable.

However, your loss will not include loss of earnings of profit.

- b. We will reduce the amount of your loss to the extent:

- (1) You can resume "Principal Photography" and discontinue incurring extra "Insurable Production Cost"; or
- (2) You do not resume "Principal Photography" as quickly as possible.

We will pay based on the length of time it would have taken to resume "Principal Photography" as soon as possible.

- c. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing "Principal Photography", irrespective of any completion or delivery date requirements for the "Insured Production", we will pay as loss the total "Insurable Production Cost" you have incurred for the "Insured Production".

VI. ADDITIONAL CONDITIONS

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

- a. **Additional Duties In The Event of Loss Or Damage**

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

- (1) You must report immediately to us or our authorized representative any fact or circumstance which may prevent a Covered Person from commencing, continuing or completing an assigned duty or role in an "Insured Production" and which may result in a claim under this policy.
- (2) You must immediately secure and file with us or our authorized representative the certification of a duly licensed physician. The certification must include

a complete description of the injury, sickness or death and the prognosis.

- (3) You must make every effort to preserve our rights, including enforcing any contractual conditions or terms applicable to the Covered Person, to:
 - (a) Have any Covered Person examined by a medical doctor of our choice; and
 - (b) Have continuing access to the medical records of any Covered Person.

WARRANTY

It is warranted that your failure to comply with any of these conditions will prejudice us and will release us from any claim that involves such failure.

- b. **Medical Examination**

- (1) Each Covered Person, other than a "Guest Artist" in episodic television, must be examined by a duly licensed physician, designated or approved by us, not more than thirty (30) days prior to the date the Covered Person's assigned duties or role in the "Insured Production" are scheduled to commence.

The physician must complete and submit to us a medical questionnaire and certificate, on forms approved by us and signed by the Covered Person.

- (2) Cast Coverage for the Covered Person will become effective on the date the medical examination is completed, subject to our receipt and approval of the medical questionnaire and certificate.

Based on the medical information submitted to us, we have the right to make any reservation, exception or restriction regarding the insurability of the Covered Person within a reasonable period of time. We will not pay for loss caused by or resulting from any such reservation, exception or restriction.

VII. ADDITIONAL DEFINITION

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

"Guest Artist" means a Covered Person appearing in or contracted to appear in episodic television for less than three (3) consecutive episodes or less than fifty percent (50%) of a series of productions.

SECTION II, COVERAGE A. PROPS, SETS & WARDROBE

I. COVERAGE

We 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 Term of Coverage.

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

- (1) Your scenery, costumes, theatrical props and related theatrical property; and
- (2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production".

b. Property Not Covered

Covered Property does not include:

- (1) Personal Property that is covered under any other Coverage of this policy;
- (2) Animals, unless specifically added by an endorsement to this policy;
- (3) Growing plants, unless used as part of a set;
- (4) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
- (5) Buildings or their improvements and betterments;
- (6) Furniture and fixtures, unless used or intended to be used as part of a set;
- (7) Aircraft, unless used as part of a set as a non-functional craft during filming or taping;
- (8) Watercraft valued over \$10,000 while waterborne, unless used or intended to be used as part of a set and moored to a pier, dock, wharf or similar fixed structure;
- (9) Motorcycles, motor vehicles, or other self-propelled conveyances (including self-propelled "Mobile Equipment"), unless used as part of a set and not being self-propelled during filming or taping;

(10) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media, unless used as a prop on a set.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Term of Coverage

Term of Coverage, as used in this Coverage, means the period beginning sixty (60) days before the date shown in the Declarations as the start of "Principal Photography", and continuing until sixty (60) days following completion of "Principal Photography".

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.

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

- a. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.
- b. Processing or work upon the property.
But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- d. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open. This exclusion does not apply to property that was built or designed to be stored in the open.

- e. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires within the property or facilities you use in connection with an "Insured Production".

But if artificially generated electrical current results in fire, we will pay for the loss or damage directly caused by that fire.

- f. Intentional acts committed by you or at your direction.
- g. Delay, loss of use, loss of market, interruption of business, or any other consequential loss.

III. LIMITS OF INSURANCE

- a. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for Props, Sets & Wardrobe coverage.
- b. Subject to a. above, \$25,000 is the most we will pay for loss or damage to the following types of property:
 - (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.

IV. DEDUCTIBLE

We 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 Props, Sets & Wardrobe Coverage. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

V. METHOD OF VALUATION

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. We will determine the value of Vehicles, whether owned or not, at actual cash value at the time and location of the loss or damage. For the purposes of valuation, "Vehicles" includes aircraft, watercraft, and all self-propelled conveyances. However, "Vehicles" does not include "Mobile Equipment", whether self-propelled or not.
- b. We will determine the value of your property other than Vehicles at Replacement Cost (without deduction for depreciation), subject to the following conditions:

- (1) We will not pay on a Replacement Cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made within one year after the loss or damage.

If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.

- (2) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the lost or damaged property;
 - (b) The cost to replace the lost or damaged property with other property:
 - (i) Of comparable material and quality; and
 - (ii) Used for the same purpose; or
 - (c) The amount actually spent that is necessary to repair or replace the lost or damaged property.

- c. We will determine the value of property other than Vehicles that is owned by others at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

SECTION II, COVERAGE B. EXTRA EXPENSE

I. COVERAGE

We will pay the actual and necessary loss you sustain as Extra Expense due to the interruption, postponement or cancellation of an "Insured Production". The interruption, postponement or cancellation must be the direct result of direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the Term of Coverage.

- a. Extra Expense, as used in this Coverage, means the following expenses you incur during the "Period of Restoration" that you would not have incurred had there been no direct physical loss or damage to Covered Property:

- (1) Necessary additional "Insurable Production Cost" 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 loss of earnings or profit.

- b. Covered Property, as used in this Coverage, means property used or intended to be used in connection with an "Insured Production".
- c. Property Not Covered
Covered Property does not include Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media.
- d. Covered Causes of Loss
Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.
- e. Term of Coverage

Term of Coverage, as used in this 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.

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.

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

- a. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.

This exclusion does not apply to verifiable breakdown or malfunction of generators, camera equipment, sound equipment, lighting equipment or computerized systems used to control them.

- b. Processing or work upon the property.

But if processing or work upon the property results in fire or explosion, this exclusion does not apply to direct loss or damage caused by that fire or explosion, if the fire or explosion would be covered under this Coverage.

- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- d. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open.

This exclusion does not apply to property that was built or designed to be stored in the open.

- e. Intentional acts committed by you or at your direction.
- f. Delay, loss of use (including loss of use of animals), loss of market, interruption of business, or any other consequential loss.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Extra Expense coverage.

IV. DEDUCTIBLE

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 Declarations for Extra Expense Coverage. We 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 "Insurable Production Cost" that exceeds the amount of "Insurable Production Cost" you would have incurred during the "Period of Restoration" if no direct physical loss or damage had occurred; and
 - (2) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. We will reduce the amount of your loss:
 - (1) By the salvage value that remains of any property bought for temporary use as a result of the direct physical loss or damage; and
 - (2) To the extent you can resume "Principal Photography" and discontinue Extra Expense or do not resume "Principal Photography" as quickly as possible.

We will pay based on the length of time it would have taken to resume "Principal Photography" as soon as possible.
- c. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing "Principal Photography", irrespective of any completion or delivery date requirements for the "Insured Production", we will pay as loss the total "Insurable Production Cost" 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 "Principal Photography" as quickly as possible.

VII. ADDITIONAL DEFINITION

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

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

- a. Begins with the date of direct physical loss or damage resulting from any Covered Cause of Loss; and
- b. Ends on the earlier of:
 - (1) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality and "Principal Photography" is resumed; or
 - (2) The date the "Insured Production" is abandoned.

The expiration date of this policy will not cut short the "Period of Restoration".

SECTION II, COVERAGE C. THIRD PARTY PROPERTY DAMAGE

I. COVERAGE

We will pay those sums that the Insured becomes legally obligated to pay as damages because of direct physical loss of or damage, including loss of use, to Covered Property, caused by accident and arising out of any Covered Cause of Loss during the Term of Coverage. We will have the right and duty to defend the Insured against any "Suit" seeking those damages. However, we will have no duty to defend the Insured against any "Suit" seeking damages for direct physical loss or damage to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "Suit" that may result. But:

- (1) The amount we will pay for damages is limited, as described in Part III. - Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the Limit of Insurance in the payment of judgments and settlements.

a. Covered Property, as used in this Coverage, means tangible property of others in an Insured's care, custody or control that is used or intended to be used in connection with an "Insured Production".

b. Property Not Covered

Covered Property does not include:

- (1) Personal property rented to or leased by an Insured, except for loss of use of such property that is covered for direct physical damage under Section II, Coverage A. Props, Sets & Wardrobe or Section II, Coverage D. Miscellaneous Equipment of this policy;
- (2) Buildings and premises rented to or leased by an Insured for any use or purpose other than filming or taping in connection with an "Insured Production";
- (3) Any property that is involved in a hazardous activity or stunt, unless approved by us in writing;
- (4) Animals;

- (5) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media; and
- (6) Motor vehicles, trailers, aircraft or watercraft, except for loss of use of such property that is covered for direct physical damage under Section II, Coverage A. Props, Sets & Wardrobe or Section II, Coverage D. Miscellaneous Equipment of this policy.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Additional Coverage

Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "Suit" against an Insured we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses, other than loss of earnings, incurred by the Insured at our request.
- (4) All costs taxed against the Insured in the "Suit".
- (5) Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay our Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

Formatted: Indent: Left: 36 pt,
First line: 0 pt

e. Coverage Extension

Who Is An Insured

Throughout this Coverage, the word "Insured" includes you and each of the following:

- (1) If you are a partnership or joint venture, your members and partners, but only with respect to the conduct of your business.
- (2) If you are a limited liability company, your members, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
- (3) If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as your officers or directors.
- (4) If you are a trust, your trustees, but only with respect to their duties as trustees.
- (5) Your "Employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- (6) Your "Volunteer Workers" or any other person under your direct control, but only while performing duties related to the conduct of your business.

f. Term of Coverage

Term of Coverage, as used in this Coverage, means the period beginning sixty (60) days before the date shown in the Declarations as the start of "Principal Photography", and continuing until the earliest of the following dates:

- (1) The date of delivery required under the completion guarantee agreement with the distributor(s);
- (2) The date your completion guarantor is released from further obligations to you;
- (3) Eighteen (18) months after completion of "Principal Photography";
- (4) The date on which a protection print or duplicate tape of an "Insured Production" has been completed and physically removed from the premises where the original negative or tape is located;
- (5) The date your interest in the property ceases; or

- (6) The date on which cancellation or termination of coverage under this policy for the "Insured Production" becomes effective.

Formatted: Indent: Left: 36 pt, First line: 0 pt

The expiration date of this policy will be extended, if necessary, until the earliest of these dates. We may charge additional premium for this extension.

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.

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

- a. Intentional acts committed by or at the direction of any Insured.
- b. The failure of an Insured to provide reasonable care for Covered Property.

III. LIMITS OF INSURANCE

The most we will pay in damages as the result of any one accident is the Limit of Insurance shown in the Declarations for Third Party Property Damage coverage.

IV. DEDUCTIBLE

Our obligation to pay damages applies only to the amount of damages in excess of the deductible amount shown in the Declarations for Third Party Property Damage Coverage. The deductible amount applies to all damages as the result of any one accident, regardless of the number of persons or organizations who sustain damages because of that accident.

This deductible does not apply to a loss of use claim for property that is covered for direct physical loss or damage under any other Coverage of this policy.

V. AMENDED CONDITIONS

- a. The following Policy Condition does not apply to this Coverage:
Condition III.d. – Stop Date Loss
- b. Condition I.g. – Loss Payment is replaced by the following:
 - (1) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
 - (2) We will not be liable for any part of a loss that has been paid or made good by others.

VI. ADDITIONAL CONDITION

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

Legal Action Against Us

The following is added to Policy Condition II.g. – Legal Action Against Us

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Coverage or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured, and the claimant or the claimant's legal representative.

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. "Employee" includes a "Leased Worker" and a "Temporary Worker".

- b. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased Worker" does not include a "Temporary Worker".
- c. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes:
 - (1) An arbitration proceeding in which damages are claimed and to which the Insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
- d. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "Employee" on leave or to meet seasonal or short-term workload conditions.
- e. "Volunteer Worker" means a person who is not your "Employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION II, COVERAGE D. MISCELLANEOUS EQUIPMENT

I. COVERAGE

We 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 Term of Coverage.

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

- (1) Your personal property, including, but not limited to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, mechanical effects equipment, grip equipment and "Mobile Equipment"; and
- (2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production".

b. Property Not Covered

Covered Property does not include:

- (1) Personal Property that is covered under any other Coverage of this policy;
- (2) Scenery, costumes, theatrical props and related theatrical property;
- (3) Animals;
- (4) Growing plants;
- (5) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
unless specifically added by an endorsement to this policy;
- (6) Buildings or their improvements and betterments;
- (7) Aircraft;
- (8) Watercraft valued over \$10,000;
- (9) "Land Vehicles" or "Mobile Equipment" while involved in racing, chase scenes, precision driving or stunts, unless specifically added by an endorsement to this policy;

- (10) "Land Vehicles" you own, unless specifically added by an endorsement to this policy;
- (11) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media;
- (12) Furs, fur garments and garments trimmed with fur;
- (13) Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
- (14) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Term of Coverage

Term of Coverage, as used in this Coverage, means the period beginning with the date shown in the Declarations as the start of "Principal Photography", and continuing until the earliest of the following dates:

- (1) The date of delivery required under the completion guarantee agreement with the distributor(s);
- (2) The date your completion guarantor is released from further obligations to you;
- (3) Eighteen (18) months after completion of "Principal Photography";
- (4) The date on which a protection print or duplicate tape has been completed and physically removed from the premises where the original negative or tape is located;
- (5) The date your interest in the property ceases; or

- (6) The date on which cancellation or termination of coverage under this policy for the "Insured Production" becomes effective.

The expiration date of this policy will be extended, if necessary, until the earliest of these dates. We may charge additional premium for this extension.

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.

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

- a. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.
- b. Processing or work upon the property.
But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- d. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open. This exclusion does not apply to property that was built or designed to be stored in the open.
- e. Intentional acts committed by you or at your direction.
- f. Delay, loss of use, loss of market, interruption of business, or any other consequential loss.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

We 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 applicable Deductible. We will then pay the amount of the adjusted loss or damage in excess of that Deductible, up to the applicable limit of insurance.

- a. Calculation of the Deductible for "Land Vehicles"

In determining the amount, if any, that we will pay for "Land Vehicles" that have sustained loss or damage, the Deductible amount is 10% of the adjusted loss or damage for those "Land Vehicles".

However, the Deductible amount for each "Land Vehicle" that has sustained loss or damage will be not less than \$1,000 and not more than \$10,000.

- b. Calculation of the Deductible for Covered Property Other Than "Land Vehicles"

In determining the amount, if any, that we will pay for Covered Property other than "Land Vehicles" that has sustained loss or damage, the Deductible is the amount shown in the Declarations as the deductible for Miscellaneous Equipment Coverage.

V. METHOD OF VALUATION

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. We will determine the value of "Land Vehicles", whether owned or not, at actual cash value at the time and location of the loss or damage.
- b. We will determine the value of your property other than "Land Vehicles" at Replacement Cost (without deduction for depreciation), subject to the following conditions:
 - (1) We will not pay on a Replacement Cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made within one year after the loss or damage.If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.
 - (2) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the lost or damaged property;
 - (b) The cost to replace the lost or damaged property with other property:
 - (i) Of comparable material and quality; and
 - (ii) Used for the same purpose; or

- (c) The amount actually spent that is necessary to repair or replace the lost or damaged property.
- c. We will determine the value of property other than "Land Vehicles" that is owned by others at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

VI. ADDITIONAL DEFINITION

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

"Land Vehicle" means a motorcycle, motor vehicle or any other self-propelled land conveyance.

However, "Land Vehicle" does not include "Mobile Equipment".

SECTION III. COVERAGE A. NEGATIVE FILM

I. COVERAGE

We will pay the actual and necessary loss you sustain due to the direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the Term of Coverage.

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

(1) Your:

- (a) Raw film stock;
- (b) Videotape stock;
- (c) Exposed motion picture film and its sound track or sound record;
- (d) Properly recorded magnetic or video tape and its sound track or other sound record. Tape is considered to be properly recorded if it has been replayed and checked after recording;
- (e) Interpositives and positive prints of films;
- (f) Work prints, cutting copies, and fine grain prints;
- (g) Transparencies, cels, art work used to create animation images, and software and related material used to generate computer images in connection therewith; and

(2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production".

b. Property Not Covered

Covered Property does not include:

- (1) Cut-outs;
- (2) Unused footage; or
- (3) Library stock.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Term of Coverage

Term of Coverage, as used in this Coverage, means the period beginning sixty (60) days before the date shown in the Declarations as the start of "Principal Photography", and continuing until the earliest of the following dates:

- (1) The date of delivery required under the completion guarantee agreement with the distributor(s);
- (2) The date your completion guarantor is released from further obligations to you;
- (3) Eighteen (18) months after completion of "Principal Photography";
- (4) The date on which a protection print or duplicate tape has been completed and physically removed from the premises where the original negative or tape is located;
- (5) The date your interest in the property ceases; or
- (6) The date on which cancellation or termination of coverage under this policy for the "Insured Production" becomes effective.

The expiration date of this policy will be extended, if necessary, until the earliest of these dates. We may charge additional premium for this extension.

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.

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

- a. The use of faulty materials or faulty equipment.
- b. The use of incorrect raw film stock, videotape or media/software.
- c. Developing, cutting or printing of film or other laboratory work.
- d. Exposure of negative film to light.
- e. Deterioration, atmospheric dampness or changes in temperature.

- f. Electric, magnetic or x-ray injury, disturbance or erasure of film, raw film stock, blank media, electronic recordings or video tape.
- g. Faulty manipulating or judgment of the camera operator or assistants.
- h. Error(s) of judgment in exposure, lighting or sound recording.
- i. Errors in machine programming or instructions to the machine.
- j. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- k. Delay, loss of use, loss of market, interruption of business, or any other consequential loss due to loss of or damage to videotape stock, raw film stock or blank media.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Negative Film coverage.

IV. DEDUCTIBLE

We 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 Negative Film Coverage. We will then pay the amount of the adjusted loss or damage 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 the following:
 - (1) With respect to videotape stock, raw film stock and blank media, the actual cost to replace these items with property of like kind and quality.
 - (2) With respect to other Covered Property, all necessary "Insurable Production Cost" you incur to "Restore" the "Insured Production" that exceeds the amount of "Insurable Production Cost" you would have incurred if no physical loss or damage had occurred.
 - (3) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. Your loss will not include:
 - (1) Loss of earnings or profit; or
 - (2) "Insurable Production Cost" incurred due to delay in completing an "Insured Production".

But we will pay for "Insurable Production Cost" incurred:

- (a) As the direct result of unavoidable delay that occurs during the period necessary to "Restore" the affected portions of the "Insured Production"; and
 - (b) As the result of a covered "Stop Date Loss", as described in Part III.d. of the Policy Conditions.
- c. We will reduce the amount of your loss to the extent:
- (1) You can resume "Principal Photography" and discontinue incurring extra "Insurable Production Cost"; or
 - (2) You do not "Restore" the affected portions of the "Insured Production" as quickly as practicable.

We will pay based on the length of time it would have taken to "Restore" the affected portions of the "Insured Production" as soon as practicable.

- d. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing "Principal Photography", irrespective of any completion or delivery date requirements for the "Insured Production", we will pay as loss the total "Insurable Production Cost" 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 "Restore" the affected portions of the "Insured Production" as quickly as practicable.

VII. ADDITIONAL DEFINITION

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

"Restore" means to re-photograph, re-tape, recreate or reprogram in substantially the same manner the affected portions of the "Insured Production".

VIII.WARRANTIES

Failure to fulfill these warranties will release us from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

You warrant that:

- a. Artwork, drawings, software and related material (hereinafter referred to as "Source Materials") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first;
- b. You will safeguard and maintain all "Source Materials" that have been photographed or used as intended in the production process. Damage to such "Source Materials" will not be considered a loss hereunder, except to the extent that other Covered Property is damaged and you have complied with the above;
- c. You will not accumulate for shipping undeveloped exposed negative for a period in excess of three (3) shooting days or five (5) consecutive days, whichever is less, unless agreed by us in writing. You will also process and view the shipped negative;
- d. You will cut a protection print or duplicate tape of the "Insured Production" as soon as possible and physically remove it from the premises where the original negative or tape is located to a another lab;
- e. You will ship the master and copy separately, prior to delivery to a Distributor or any release for exploitation or test screening of the "Insured Production".

SECTION III. COVERAGE B. FAULTY STOCK

I. COVERAGE

We will pay the actual and necessary loss you sustain due to the direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the Term of Coverage.

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

(1) Your:

- (a) Raw film stock;
- (b) Videotape stock;
- (c) Exposed motion picture film and its sound track or sound record;
- (d) Properly recorded magnetic or video tape and its sound track or other sound record. Tape is considered to be properly recorded if it has been replayed and checked after recording;
- (e) Interpositives and positive prints of films;
- (f) Work prints, cutting copies, and fine grain prints;
- (g) Transparencies, cels, art work used to create animation images, and software and related material used to generate computer images in connection therewith; and

(2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production".

b. Property Not Covered

Covered Property does not include:

- (1) Cut-outs;
- (2) Unused footage; or
- (3) Library stock.

c. Covered Causes of Loss

Covered Causes of Loss means:

- (1) Faulty materials;
- (2) Faulty equipment;
- (3) Faulty editing;
- (4) Faulty developing;
- (5) Faulty processing; and

- (6) Accidental electric, magnetic, or x-ray injury, disturbance or erasure of film, raw film stock, blank media, electronic recordings or video tape.

d. Term of Coverage

Term of Coverage, as used in this Coverage, means the period beginning with the date shown in the Declarations as the start of "Principal Photography", and continuing until the earliest of the following dates:

- (1) The date of delivery required under the completion guarantee agreement with the distributor(s);
- (2) The date your completion guarantor is released from further obligations to you;
- (3) Eighteen (18) months after completion of "Principal Photography";
- (4) The date on which a protection print or duplicate tape has been completed and physically removed from the premises where the original negative or tape is located;
- (5) The date your interest in the property ceases; or
- (6) The date on which cancellation or termination of coverage under this policy for the "Insured Production" becomes effective.

The expiration date of this policy will be extended, if necessary, until the earliest of these dates. We may charge additional premium for this extension.

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.

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

- a. Faulty manipulating or judgment of the camera operator or assistants.
- b. Error(s) of judgment in exposure, lighting or sound recording.
- c. Use of incorrect raw film stock, videotape or media/software.

- d. Errors in machine programming or instructions to the machine.
- e. Use of film, videotape, cameras, lenses or photographic tape or sound equipment that has not been fully tested by you or on your behalf, and found to be in sound operating condition prior to the commencement of the filming of an "Insured Production" or series of productions.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Faulty Stock coverage.

IV. DEDUCTIBLE

We 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 Faulty Stock Coverage. We will then pay the amount of the adjusted loss or damage 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 necessary "Insurable Production Cost" you incur to "Restore" the "Insured Production" that exceeds the amount of "Insurable Production Cost" you would have incurred if no physical loss or damage had occurred; and
 - (2) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. Your loss will not include:
 - (1) Loss of earnings or profit; or
 - (2) "Insurable Production Cost" incurred due to delay in completing an "Insured Production".

But we will pay for "Insurable Production Cost" incurred:

- (a) As the direct result of unavoidable delay that occurs during the period necessary to "Restore" the affected portions of the "Insured Production"; and
- (b) As the result of a covered "Stop Date Loss", as described in Part III.d. of the Policy Conditions.

- c. We will reduce the amount of your loss to the extent:
 - (1) You can resume "Principal Photography" and discontinue incurring extra "Insurable Production Cost"; or
 - (2) You do not "Restore" the affected portions of the "Insured Production" as quickly as practicable.

We will pay based on the length of time it would have taken to "Restore" the affected portions of the "Insured Production" as soon as practicable.

- d. If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing "Principal Photography", irrespective of any completion or delivery date requirements for the "Insured Production", we will pay as loss the total "Insurable Production Cost" 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 "Restore" the affected portions of the "Insured Production" as quickly as practicable.

VII. ADDITIONAL DEFINITION

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

"Restore" means to re-photograph, re-tape, recreate or reprogram in substantially the same manner the affected portions of the "Insured Production".

VIII.WARRANTIES

Failure to fulfill these warranties will release us from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

You warrant that:

- a. Artwork, drawings, software and related material (hereinafter referred to as "Source Materials") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first;
- b. You will safeguard and maintain all "Source Materials" that have been photographed or used as intended in the production process. Damage to such "Source Materials" will not be considered a loss hereunder, except to the extent that other Covered Property is damaged and you have complied with the above;
- c. You will not accumulate for shipping undeveloped exposed negative for a period in excess of three (3) shooting days or five (5) consecutive days, whichever is less, unless agreed by us in writing. You will also process and view the shipped negative;
- d. You will cut a protection print or duplicate tape of the "Insured Production" as soon as possible and physically remove it from the premises where the original negative or tape is located to a another lab;
- e. You will ship the master and copy separately, prior to delivery to a Distributor or any release for exploitation or test screening of the "Insured Production".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABANDONMENT LOSS LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION I. CAST COVERAGE

SECTION II. COVERAGE B. EXTRA EXPENSE

SECTION III. COVERAGE A. NEGATIVE FILM

SECTION III. COVERAGE B. FAULTY STOCK

1. ABANDONMENT LOSS

The following is added to Part V. Method of Valuation:

In the event of a covered abandonment of an "Insured Production", we will pay as loss any _____ costs payable by you to _____ under a written contract executed prior to the date of loss, subject to the Limit of Insurance stated below.

2. LIMIT OF INSURANCE

The following is added to Part III. Limits of Insurance:

The most we will pay for loss as the result of abandonment during the Term of Coverage is \$_____ in the aggregate for all coverages combined.

POLICY NUMBER:

MPTV PRODUCERS PORTFOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINAL AUDIT

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO ALL COVERAGES

The final Audited Earned Premium for the Policy Period from _____ to _____ is calculated as follows:

Premium Basis: _____

Audited Premium Basis: _____

Estimated Premium Basis: _____

Audited Earned Premium (subject to Rating Schedule and the
Minimum Premium of \$_____): \$_____

Endorsements and Additional Premiums: \$_____

Less the Deposit Premium shown on the Rating Schedule: \$_____

Subtotal: \$_____

State Assessment Charges: \$_____

Additional or Return Premium (subject to the Minimum Premium of \$_____): \$_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RATING SCHEDULE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO ALL COVERAGES

1. Motion Picture, Television Movies

- a. The Earned Premium is subject to an audit of the "Insurable Production Cost", upon our request, as described in Policy Condition III. c. - Premium.
- b. We will compute the Earned Premium by applying the rates set forth in the Rating Schedule below to the final "Insurable Production Cost" incurred up to the completion of "Principal Photography", subject to any applicable minimum premiums.
- c. Rating Schedule
 - (1) Rate per \$100 of "Insurable Production Cost": \$_____
 - Estimated "Insurable Production Cost": \$_____
 - This rate is based on:
 - (a) _____ weeks of "Principal Photography"; and
 - (b) _____ Cast Members.
 (Each additional cast member will increase the rate by \$_____.)
 - (2) Rate per day or partial day of Pre-Production period coverage: \$_____
 - Included number of days of Pre-Production period: _____
- d. In the event that "Principal Photography" extends beyond the number of weeks set forth in the Rating Schedule, the extension will be subject to an additional premium charge, computed as follows:
 - (1) The Earned Premium, as calculated in Paragraph b. above, will be divided by the original estimated number of days of "Principal Photography" to determine the Daily Earned Premium.
 - (2) The Daily Earned Premium will be multiplied by _____% to determine the Rating Factor.
 - (3) The Rating Factor will be multiplied by the additional number of days of "Principal Photography" in the extension to determine the additional premium due.

2. Television Pilots, Series, Specials

- a. Paragraph (4) of Policy Condition III.c. Premium is replaced in part by the following with respect to television episodic series, specials or pilots:
 - (4) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the end of "Principal Photography" we will compute the earned premium by applying the rates set forth in the rating schedule(s) to the number of television episodic series, pilots or specials in the "Insured Production", subject to any applicable minimum premiums.
 The remainder of Paragraph (4) remains unchanged.

b. Rating Schedule for television episodic series, pilots or specials in the "Insured Production":

Thirty (30) Minute Episodic Series

Number Declared: _____

Rate Per Episode: \$_____

Sixty (60) Minute Episodic Series

Number Declared: _____

Rate Per Episode: \$_____

Television Pilots or Specials (Not to exceed one hour)

Number Declared: _____

Rate Per Pilot or Episode: \$_____

Television Pilots or Specials (Over one hour)

Number Declared: _____

Rate Per Pilot or Episode: \$_____

Pre-Production Period Coverage

Included number of days of Pre-Production period coverage: _____

Rate per day or partial day of Pre-Production period coverage: \$_____

Deposit Premium (Based on the rates above):

\$_____

Subject to a Minimum Premium of \$_____
(Not subject to short-rate adjustment)

Additional Premium (Not Subject to Audit):

\$_____

State Assessment Charges:

\$_____

Total Policy Premium

\$_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE AMENDMENT (INSURABLE PRODUCTION COST)

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

This endorsement applies only to those items marked

Section I, Cast, Paragraph III. Deductible is amended as follows:

III. DEDUCTIBLE

With respect to productions filmed with an "Insurable Production Cost" of \$_____ or less, we will pay an amount equal to _____% of the loss, subject to a minimum of \$_____ (sickness), \$_____ (All other Perils) and a maximum of \$_____ (sickness), \$_____ (All other Perils). With respect to productions filmed with a Gross Production Cost of \$_____ or greater, we will pay in excess of the sum of \$_____ for each loss hereunder.

Section II, Coverage B. Extra Expense, Paragraph III. Deductible is amended as follows:

III. DEDUCTIBLE

- a. With respect to productions filmed with an "Insurable Production Cost" of \$_____ or less, we will pay in excess of the sum of \$_____ for each loss hereunder.
- b. With respect to productions filmed with an "Insurable Production Cost" of \$_____ or greater, we will pay in excess of the sum of \$_____ for each loss hereunder.

Section III, Coverage B. Faulty Stock, Paragraph III. Deductible is amended as follows:

III. DEDUCTIBLE

- a. With respect to productions filmed with an "Insurable Production Cost" of \$_____ or less, we will pay in excess of the sum of \$_____ for each loss hereunder.
- b. With respect to productions filmed with an "Insurable Production Cost" of \$_____ or greater, we will pay in excess of the sum of \$_____ for each loss hereunder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE AMENDMENT (FILMING LOCATION)

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

This endorsement applies only to those Coverages marked

Section I, Cast, Part IV. Deductible is replaced by the following:

IV. DEDUCTIBLE

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 below. We will then pay the amount of the adjusted loss in excess of that deductible, up to the applicable limit of insurance.

We will calculate the deductible amount as follows:

- a. With respect to "Insured Productions" filmed in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____ for loss caused by sickness, and a minimum deductible amount of \$_____ for causes of loss other than sickness.
- b. With respect to "Insured Productions" filmed elsewhere than in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____.

Section II, Coverage B. Extra Expense, Part IV. Deductible is replaced by the following:

IV. DEDUCTIBLE

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 below. We will then pay the amount of the adjusted loss in excess of that deductible, up to the applicable limit of insurance.

We will calculate the deductible amount as follows:

- a. With respect to "Insured Productions" filmed in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____.
- b. With respect to "Insured Productions" filmed elsewhere than in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss, subject to a minimum deductible amount of \$_____.

Section III, Coverage B. Faulty Stock, Part IV. Deductible is replaced by the following:

IV. DEDUCTIBLE

We 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 below. We will then pay the amount of the adjusted loss or damage in excess of that deductible, up to the applicable limit of insurance.

We will calculate the deductible amount as follows:

- a. With respect to "Insured Productions" filmed in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss or damage, subject to a minimum deductible amount of \$_____.
- b. With respect to "Insured Productions" filmed elsewhere than in the United States, Canada or the United Kingdom, the deductible amount is _____% of the adjusted loss or damage, subject to a minimum deductible amount of \$_____.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAST PRE-PRODUCTION PERIOD

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO,
SECTION I. CAST COVERAGE**

The Pre-Production period described in Paragraph I.c. Term of Coverage applies to the Covered Persons listed below for the period from _____ to _____, not to exceed a total of _____ days before the start of "Principal Photography" or videotaping of the "Insured Production".

Covered Persons

POLICY NUMBER:

MPTV PRODUCERS PORTFOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED DEDUCTIBLE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

- SECTION II. COVERAGE A. PROPS, SETS & WARDROBE**
- SECTION II. COVERAGE B. EXTRA EXPENSE**
- SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT**

In the event that more than one of the Coverages applies to loss or damage in any one occurrence, the sum of the deductible amounts for all applicable coverages combined in that occurrence will be subject to a maximum deductible amount of \$_____.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ESSENTIAL ELEMENT

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO SECTION I. CAST COVERAGE

- 1. The following Covered Person(s) are each considered an "Essential Element" for the purposes of completion and delivery of the "Insured Production":

Artist Name	Position	Effective Date of Coverage
-------------	----------	----------------------------

- 1. The following paragraph is added to Part V. Method of Valuation:
 - d. It will be deemed reasonable, practical, and necessary for you to abandon the "Insured Production" during "Principal Photography" under the terms of Paragraph c. of Part V. Method of Valuation when one or more of the following events prevent you from meeting the completion and delivery obligations required for the "Insured Production" under the terms of a written contract with any distributor or financier:
 - (1) The death of an "Essential Element" during "Principal Photography" or the Pre-Production period; or
 - (2) The injury or sickness of an "Essential Element" during "Principal Photography" when such injury or sickness prevents the "Essential Element" from continuing or completing an assigned duty or role for a period of more than _____ shooting days.

For the purposes of this Coverage, the abandonment of the "Insured Production" upon the death, injury or illness of an "Essential Element", as described above, is an "Essential Element Event". When you sustain an "Essential Element Event", we will pay as loss the total "Insurable Production Cost" you have incurred for the "Insured Production".

However, under Paragraph d.(2) above, we have the option to delay your abandonment of the "Insured Production" for up to _____ days after the occurrence of the injury or onset of the injury or illness if, in our good faith business judgment, the "Essential Element" is likely to recover from such injury or illness to resume his/her assigned duty or role within _____ days.

- 2. The following paragraph is added to Part III. Limits of Insurance

If we exercise our option to delay your abandonment of the "Insured Production", as described in Paragraph d. of Part V. Method of Valuation, and such delay results in loss in excess of the Limit of Insurance shown in the Declarations for Cast Coverage, we will increase the Limit of Insurance to include the actual and necessary additional loss you sustain that is caused solely and directly by your compliance with the following Warranties:

Warranties

- Prior to the payment of loss covered by this endorsement, you warrant that you will comply with the following:
- a. Upon our request, within five (5) business days following the "Essential Element Event", you and one of our representatives will meet to determine the viability of the options to complete the "Insured Production", including the possibility of replacing the "Essential Element". You will do all things possible to complete the "Insured Production", where possible with the remaining cast and crew, including maintaining or replacing financing to complete the "Insured Production". "Essential Element" replacement will be a person of similar standing within the motion picture industry who is acceptable to independent financiers or distributors.

- b. Upon our request, within five (5) business days following the “Essential Element Event”, you and one of our representatives will offer for distribution, pursuant to the existing distribution terms between you and the original distributor(s), the right to distribute the “Insured Production” to such distributor(s).
- c. Upon our request, if the original distributor(s) refuses to distribute the “Insured Production” pursuant to such terms, you and one of our representatives will, within five (5) business days following the refusal of the original distributor(s) to distribute the “Insured Production”, offer for sale to alternative distributors, the right to distribute the “Insured Production”.
- d. You will work with us in good faith and do all things possible to replace the “Essential Element” and upon our request, provide us with your authority to negotiate on your behalf with any other party to assist in the replacement of an “Essential Element” or financing.
- e. You will at our option enable us to maintain or replace any financing to complete the “Insured Production”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ESSENTIAL ELEMENT (AGGREGATE LOSSES)

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION I. CAST COVERAGE

ESSENTIAL ELEMENT (Endorsement MP 309)

1. Paragraph 1.d. of the Essential Element Endorsement MP 309 is amended as follows:
 - d. It will be deemed reasonable, practical, and necessary for you to abandon the “Insured Production” during “Principal Photography” under the terms of Paragraph c. of Part V. Method of Valuation when one or more of the following events prevent you from meeting the completion and delivery obligations required for the “Insured Production” under the terms of a written contract with any distributor or financier:
 - (1) The death of an “Essential Element” during “Principal Photography” or the Pre-Production period; or
 - (2) The injury or sickness of an “Essential Element” during “Principal Photography”, and such injury or sickness prevents the “Essential Element” from continuing or completing an assigned duty or role for a period of more than _____ shooting days; or
 - (3) More than _____ shooting days are lost in total because one or more “Essential Element” is prevented from continuing or completing an assigned duty or role due to a Covered Cause of Loss during “Principal Photography”.

The remainder of paragraph 1.d. and the remainder of Essential Element Endorsement MP 309 remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAULTY STOCK - BROAD FORM

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION III COVERAGE B. FAULTY STOCK

1. The following is added to Paragraph I.c. Covered Causes of Loss:
Covered Causes of Loss includes:
 - a. Faulty manipulating or judgment of the camera operator or assistants;
 - b. Error(s) of judgment in exposure, lighting or sound recording;
 - c. Use of incorrect raw film stock or videotape or media/software;
 - d. Errors in machine programming or instructions to the machine.
2. Additional Exclusions II.a., b., c. and d. are deleted.

POLICY NUMBER:

MPTV PRODUCERS PORTFOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP DATE LOSS DEDUCTIBLE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION I. CAST COVERAGE

SECTION II. COVERAGE A. PROPS, SETS & WARDROBE

SECTION II. COVERAGE B. EXTRA EXPENSE

SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT

SECTION III. COVERAGE A. NEGATIVE FILM

SECTION III. COVERAGE B. FAULTY STOCK

The following is added to Part IV. Deductible:

With respect to a "Stop Date Loss", as described in Policy Condition III.d. Stop Date Loss, the deductible amount is \$_____ instead of the deductible amount shown in the Declarations or otherwise applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBRARY STOCK COVERAGE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO COVERAGES SPECIFIED BELOW

This endorsement applies only to those Coverages marked

SECTION III. COVERAGE A. NEGATIVE FILM

SECTION III. COVERAGE B. FAULTY STOCK

1. The following is added to Paragraph I.a. Covered Property:

Covered Property, as used in this Coverage, includes the following:

Your original cut negative film of completed or released productions, duplicate negatives, completed video tapes or other media which is considered library stock.

2. Paragraph I.b. Property Not Covered is amended to remove subparagraph (3) Library stock.

3. Part III. Limits of Insurance is replaced by the following:

a. The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for the applicable Coverage(s).

b. Subject to the above limit of insurance applicable to any one occurrence, the most we will pay for loss or damage to library stock in any one occurrence is \$_____.

c. Subject to the above limits of insurance applicable to any one occurrence and library stock, \$_____ is the most we pay for loss or damage to any one production or episode.

4. The following is added to Part IV. Deductible:

With respect to library stock, the deductible amount is \$_____ instead of the deductible amount shown in the Declarations or otherwise applicable.

5. The following is added to Part V. Method of Valuation:

The amount of your library stock loss will be determined based on the actual cost to reprint or copy in whole or in part the affected portions of the library stock, whether or not the reprint or copy is made from an original or a copy of the lost or damaged library stock.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NO CLAIMS BONUS

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO COVERAGES SPECIFIED BELOW

If there are no claims paid or pending under the Coverages indicated below at the end of the policy Term of Coverage, we will pay a No Claims bonus.

The bonus will be calculated as _____% of the final earned

- net premium
- gross premium

under this policy and will be payable within 90 days after the end of the policy Term of Coverage.

This bonus will only apply to those Coverages marked with below:

- Section I. Cast Coverage
- Section II. Coverage A. Props, Sets & Wardrobe
- Section II. Coverage B. Extra Expense
- Section II. Coverage C. Third Party Property Damage
- Section II. Coverage D. Miscellaneous Equipment
- Section III. Coverage A. Negative Film
- Section III. Coverage B. Faulty Stock

POLICY NUMBER:

MPTV PRODUCERS PORTFOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PICTURE VEHICLE PHYSICAL DAMAGE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT

Paragraph I.b. Property Not Covered is amended to replace sub-paragraph (10):

Covered Property does not include:

(10) "Land Vehicles" you own, except for picture vehicles owned by you on a short term basis while used or intended to be used on-camera in an "Insured Production".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINCIPAL PHOTOGRAPHY REINSTATEMENT

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO
COVERAGES SPECIFIED BELOW**

The Coverages shown below are reinstated for the time period indicated for the purposes of secondary filming, re-shoots, pick-ups or enhancements. Coverage is reinstated only if a time period is indicated. The absence of a time period indicates that coverage is not reinstated.

- Section I. Cast Coverage** _____ to _____
- Section II. Coverage A. Props, Sets & Wardrobe** _____ to _____
- Section II. Coverage B. Extra Expense** _____ to _____
- Section II. Coverage C. Third Party Property Damage** _____ to _____
- Section II. Coverage D. Miscellaneous Equipment** _____ to _____
- Section III. Coverage A. Negative Film** _____ to _____
- Section III. Coverage B. Faulty Stock** _____ to _____

"Principal Photography" is reinstated and extended for the longest period shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAST PRE-PRODUCTION PERIOD - AMENDMENT

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO
SECTION I. CAST COVERAGE**

Paragraph I.c. Term of Coverage is amended to replace sub-paragraphs (1) and (2):

- (1) Term of Coverage, as used in this 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) Subject to the Medical Examination Condition below, Term of Coverage also includes the Pre-Production period of Cast Coverage.
 - (a) The Pre-Production period for Covered Persons who are "Guest Artists" in episodic television begins five (5) days before the start of "Principal Photography" or videotaping of the "Insured Production".
 - (b) The Pre-Production period for other Covered Persons begins _____ days before the start of "Principal Photography".

The remainder of Paragraph I.c. remains unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

“EARTHQUAKE” DEDUCTIBLE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO COVERAGES SPECIFIED BELOW

1. This Paragraph applies only to those Coverages marked with below:

- Section II. Coverage A. Props, Sets & Wardrobe
- Section II. Coverage C. Third Party Property Damage
- Section II. Coverage D. Miscellaneous Equipment
- Office Equipment and Furnishings Coverage

The following is added to Part IV. Deductible:

With respect to loss or damage caused by “Earthquake”, the following deductible applies instead of the deductible amount shown in the Declarations or otherwise applicable:

_____ % of the Covered Property values at risk at the time of loss or damage, subject to a minimum deductible amount of \$_____.

2. This Paragraph applies only to those Coverages marked with below:

- Section I. Cast Coverage
- Section II. Coverage B. Extra Expense
- Section III. Coverage A. Negative Film
- Civil Authority Coverage

The following is added to Part IV. Deductible:

With respect to loss caused by “Earthquake”, the following deductible applies instead of the deductible amount shown in the Declarations or otherwise applicable:

_____ % of the incurred “Insurable Production Cost” at the time of loss, subject to a minimum deductible of \$_____.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WIND AND WIND-DRIVEN WATER EXCLUSION

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION II. COVERAGE A. PROPS, SETS & WARDROBE

SECTION II. COVERAGE B. EXTRA EXPENSE

SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT

Additional Exclusion II.d. is replaced by the following:

We will not pay for loss or damage caused by or resulting from:

d. Rain, ice, sleet, snow or hail, whether driven by wind or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERASURE EXCLUSION

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION III. COVERAGE B. FAULTY STOCK

1. The following Additional Exclusion is added to Part II:

We will not pay for loss or damage caused by or resulting from the following:

Electric, magnetic or x-ray injury, disturbance or erasure of film, raw film stock, blank media, electronic recordings or video tape.

2. Paragraph I.c. Covered Causes of Loss is amended to delete sub-paragraph (6).

POLICY NUMBER:

MPTV PRODUCERS PORTOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – TERM OF COVERAGE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO
PRODUCERS PORTFOLIO
THEATRICAL PORTFOLIO
DICE**

Term of Coverage is replaced by the following:

Section _____ Term of Coverage

Term of Coverage, as used in this Coverage, means the period beginning with the date shown in the Declarations as the start of "Principal Photography", and continuing until the earliest of the following dates:

The expiration date of this policy will be extended, if necessary, until the earliest of these dates. We may charge additional premium for this extension.

OFF TRACK FLOATER POLICY

Throughout this policy, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Part VIII. - Definitions.

I. COVERAGE

We 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) Your:

- (a) "Competition Vehicles", while not operating under their own power;
- (b) "Mobile Equipment";
- (c) Other personal property, including machinery, equipment, spare parts and tools; and

(2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in or for:

- (1) Competitive or racing events; or
- (2) Activities associated with such events.

b. Property Not Covered

Covered Property does not include:

- (1) Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
- (2) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac;
- (3) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;

- (4) Aircraft;
- (5) Land vehicles and watercraft, other than "Competition Vehicles" and "Mobile Equipment", unless specifically added by an endorsement to this policy;
- (6) "Competition Vehicles" while:
 - (a) Used in competitive or racing events;
 - (b) Rented or leased to others; or
 - (c) Being flat-towed with a tow bar;
- (7) Buildings or their improvements and betterments;
- (8) Furniture and fixtures, unless specifically added by an endorsement to this policy;
- (9) Animals;
- (10) Growing plants;
- (11) Valuable Papers and Records, meaning inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, maps or mortgages;
- (12) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, Electronic Media and Records or any other form of media, unless specifically added to this policy by an endorsement.

Electronic Media and Records are:

- (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (b) Data stored on such media; or
- (c) Programming records used for electronic data processing or electronically controlled equipment.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Additional Coverage

Debris Removal

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

II. EXCLUSIONS

a. We 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 we 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) Risks of contraband or illegal transportation or trade.

(3) (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.

(4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

Exclusions a.(1) through a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

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

(1) Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects, vermin, or rodents; corrosion, rust, dampness, cold or heat.

(2) Unexplained or mysterious disappearance or shortage found upon taking of inventory.

(3) Delay, loss of use, loss of market, interruption of business, or any other consequential loss, unless specifically added by an endorsement to this policy.

(4) Processing or work upon the property.

But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

(5) Intentional acts committed by you or at your direction.

(6) 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.

(7) Any uninsured event occurring before, concurrently with or after the happening of an insured event, which directly or indirectly causes or in any way contributes to cause or increase loss or damage under this policy, but only with respect to that portion of any such loss caused by or contributed to by the uninsured event.

(8) Discharge, dispersal, seepage, migration, release or escape of "Pollutants" or environmental impairment of any kind.

But if any of these results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- (9) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- (10) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

- a. We 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. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

The deductible does not apply to loss or damage caused by fire, lightning, cyclone or tornado.

- b. The terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

V. LOSS CONDITIONS

a. Abandonment of Property

There can be no abandonment of any property to us without our written consent.

b. Access To Records And Examination Under Oath

We or our representatives may examine and audit your books and records as they relate to this policy at any time during the term of coverage or while a claim is pending.

If requested, you must permit us to question you and, so far as within your power, all other interested persons under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

c. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days after receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If they are unable to agree upon an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three shall be binding. Each party will pay its chosen appraiser and equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, we will still retain our right to deny the claim.

d. Due Diligence Clause

You 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 loss or claim insured under this policy. This policy extends to indemnify you for any additional expenses necessarily incurred by you to avoid or diminish such loss or claim, subject to any deductible provisions of this policy. This indemnification will not increase the limit of insurance, and we will not pay more for any loss than the amount that would have been payable had you not incurred the additional expenses.

e. Duties in the Event of Loss or Damage

In case of a loss or damage to which this insurance may apply, you must see that the following duties are performed:

- (1) Police Notification - Notify the police if a law may have been broken.
- (2) Minimize Loss or Damage – Take all reasonable steps to protect the property from further damage and minimize the loss. Keep a record of your expenses in doing so for consideration in the settlement of the claim. This will not increase the limit of insurance.
- (3) Notice of Loss or Damage
 - (a) Report immediately to us or our authorized representative any loss or damage which may become a claim under this policy. Include a description of the property or loss involved.
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof. You must do this within one hundred eighty (180) days after discovery of the loss or damage.
- (5) Cooperation
 - (a) Except at your own cost, make no voluntary payments, assume no obligations, and incur no expenses without our consent.
 - (b) Permit us to inspect the property and records proving the loss or damage.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (c) Immediately send us copies of any demands, summonses or legal papers received in connection with the claim or suit.
 - (d) Cooperate with us in the investigation or settlement of the claim.

f. Insurance to Value

This Condition applies only to loss or damage from a Covered Cause of Loss other than “Earthquake” or “Flood”, and only when the amount of loss or damage in any one occurrence exceeds 10% of the Limits of Insurance shown on the Declarations Page.

When this Condition applies, we will not pay the full amount of any loss if the Limit of Insurance for the Covered Property is less than 90% of the value of the Covered Property at the time of loss.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by 90%.
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1).
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2).
- (4) Subtract the deductible from the figure determined in Step (3)

We will pay the amount determined in Step (4) or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

g. Loss Payment

- (1) Loss or damage covered by this policy will be payable to you or your loss payee.

We agree that any holder of a Certificate of Insurance issued by us or on our behalf will be considered a Loss Payee, subject to your legal liability.
- (2) We will not pay you more than your financial interest in the covered property.
- (3) If two or more of this policy’s coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (4) We will pay you for covered loss or damage within thirty (30) days after we receive and accept a satisfactory sworn proof of loss, if you have complied with all the terms of this policy and:
 - (a) We have reached agreement with you on the amount of loss;

- (b) A final judgment has been entered;
or
 - (c) An appraisal award has been made.
- (5) We may adjust losses directly with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
- (6) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

We will not be liable for any part of a loss that has been paid or made good by others.

h. Method of Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- (1) We will determine the value of vehicles (other than "Competition Vehicles" and "Mobile Equipment"), whether owned or not, at actual cash value at the time and location of the loss or damage.
- (2) We will determine the value of film, tape, recording or recording storage medium of any type, whether owned or not, at the actual cost to replace these items with property of like kind and quality.
- (3) We will determine the value of your other property as follows:
 - (a) The engines of "Competition Vehicles" will be valued at actual cash value at the time and location of the loss or damage.
 - (b) Your property not described in (1), (2) or (3)(a) above, including:
 - (i) "Mobile Equipment"; and
 - (ii) "Competition Vehicles", other than the engines of "Competition Vehicles";
 will be valued at Replacement Cost (without deduction for depreciation).

We will pay on a Replacement Cost basis, subject to the following conditions:

- (a) We will not pay on a Replacement Cost basis for any loss or damage:
 - (i) Until the lost or damaged property is actually repaired or replaced; and

- (ii) Unless the repairs or replacement are made within one year after the loss or damage.

If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.

- (b) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with other property:
 - (aa) Of comparable material and quality; and
 - (bb) Used for the same purpose; or
 - (iii) The amount actually spent that is necessary to repair or replace the lost or damaged property.
- (4) We will determine the value of other property owned by others, including "Mobile Equipment" and "Competition Vehicles", at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

i. Other Insurance

If at the time of loss or damage any other insurance is available, which would apply to the loss or damage in the absence of this policy, the insurance provided by this policy shall apply as excess insurance over the other insurance.

j. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

k. Subrogation

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

VI. GENERAL CONDITIONS

a. Assignment

This policy may not be assigned or transferred without our written consent.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by returning it to us or our authorized representative, stating in writing the future date it is to be cancelled. The policy period will end on that date.
- (2) We may cancel this policy by written notice to the first Named Insured at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Forty-five (45) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to a minimum earned premium of twenty-five percent (25%) of the deposit premium shown in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of any material fact or circumstances concerning this insurance, by you or any other insured, at any time. If you make any false or fraudulent claim as to amount or otherwise, this policy is void as to that specific claim and we have the right to terminate this policy at that time, and any subsequent claims by you are forfeited.

d. Conformity to State Law

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

e. Inspections and Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety recommendations. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs (1) and (2) of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Insurance Not to Benefit Others

No person or organization, other than you, having custody of the property and to be paid for services shall benefit from this insurance. This restriction does not apply to a person or organization, other than a common carrier, who is working on your behalf under the terms of a contract.

g. Legal Action Against Us

No one may bring a legal action against us under this policy unless there has been full compliance with all the terms of this policy and the action is brought within one (1) year after the occurrence causing the loss or damage.

No person or organization has a right under this policy to join us as a party or otherwise bring us into any action to determine the liability of you or any other insured.

h. Policy Changes

This policy contains all of the agreements between you and us concerning the insurance afforded. No changes may be made in this policy except by us in writing.

i. Policy Period

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

j. Premium

- (1) The first Named Insured shown in the Declarations:
 - (a) Is responsible for the payment of all premiums; and
 - (b) Will be the payee for any return premiums we pay.
- (2) We will compute all premiums for this policy in accordance with our rules and rates.
- (3) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the close of each audit period we will compute the earned premium for that period, subject to any applicable minimum premium. If this policy is cancelled, the minimum earned premium will be twenty-five percent (25%) of the deposit premium shown in the Declarations.

If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

k. Territory

This policy applies in:

- (1) The continental United States of America, meaning the contiguous 48 states;
- (2) Canada; and
- (3) Alaska and Hawaii, but not while the Covered Property is in the course of travel or transportation by watercraft to or from these places.

VII. SPECIAL CONDITION

Premises Protection

As a condition of this insurance, you are required to maintain the protective safeguards that you represented were in effect at the time of the attachment of this insurance. Failure to maintain such protective safeguards will release us from all obligations under this policy to the extent that a loss is suffered or increased by that failure.

VIII. DEFINITIONS

a. "Competition Vehicle" means:

- (1) A land vehicle not licensed for use on public roads; or
- (2) Any watercraft; that is built for the specific purpose of racing competition or performance.

b. "Earthquake" means:

- (1) Any earth movement, such as an earthquake, landslide, mine subsidence, or earth sinking, rising or shifting; and
- (2) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano; provided that all earth movements or volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single earth movement or volcanic eruption.

c. "Flood" means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

d. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (2) Vehicles that travel on crawler treads;
- (3) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.

However, "Mobile Equipment" does not include:

- (1) Any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (2) A "Competition Vehicle".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORLDWIDE COVERAGE

This endorsement modifies insurance provided under the following:

OFF TRACK FLOATER POLICY

General Condition VI.k. Territory is replaced by the following:

This policy applies anywhere in the world.

CIVIL AUTHORITY COVERAGE (BROAD FORM)

I. COVERAGE

- a. We 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 prohibit access to facilities or result from the 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 _____.

This Coverage will apply for a period of up to ____ 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:

- (1) Loss of earnings or profit;
- (2) Expense to repair or replace property, including animals; or
- (3) Expense payable under any other Coverage of this policy.

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.

We 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 we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Civil Authority coverage.

IV. DEDUCTIBLE

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 Declarations for Civil Authority Coverage. We 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. We 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.

We 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", we 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) When this Coverage is part of the MPTV Producers Portfolio, "Costs" means "Insurable Production Cost".
- (2) When 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) 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.
- (2) When 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.

CIVIL AUTHORITY COVERAGE (NAMED PERILS)

I. COVERAGE

a. We 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 _____.

This Coverage will apply for a period of up to ____ 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:

- (1) Loss of earnings or profit;
- (2) Expense to repair or replace property, including animals; or
- (3) 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.

We 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 we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Civil Authority coverage.

IV. DEDUCTIBLE

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 Declarations for Civil Authority Coverage. We 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. We 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.

We 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", we 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.

RESUMPTION OF OPERATIONS

I. COVERAGE

- a. We will pay the actual and necessary "Extra Expense" you sustain to:

- (1) Avoid or minimize the "Suspension" of business and to continue "Operations", including relocation expenses and costs to equip and operate any replacement location or temporary location; or
- (2) Minimize the "Suspension" of business if you cannot continue "Operations".

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

- b. We will also pay "Extra Expense" to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage.
- c. Covered Property, as used in this Coverage, means property, including facilities, used or intended to be used in connection with your "Operations" or for other purposes specified in an endorsement to this policy.
- d. Property Not Covered
- Covered Property does not include:
- a. Property used or intended to be used in an "Insured Production"; or
- b. Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media;
- unless specifically added to this policy by endorsement
- e. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

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:

- a. We 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) Earth Movement.

But if Earth Movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

For the purposes of this exclusion, Earth Movement means:

- (a) Earthquake, including any earth sinking, rising or shifting related to such event;
- (b) Landslide, including any earth sinking, rising or shifting related to such event;
- (c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (d) Earth sinking (other than sinkhole collapse), rising or shifting including Soil Conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil Conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

- (2) Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

For the purposes of this exclusion, Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

- (3) (a) "Flood";
(b) Mudslide or mudflow;
(c) Water that backs up or overflows from a sewer, drain or sump; or
(d) Water under the ground surface pressing on, or flowing or seeping through:
(i) Foundations, walls, floors or paved surfaces;
(ii) Basements, whether paved or not; or
(iii) Doors, windows or other openings.

But if the water, mudslide or mudflow, as described in (3)(a) through (3)(d) above results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

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

When designated by below, exclusions a.(1) through a.(3) apply only to loss or damage to real property.

Exclusions a.(1) through a.(3) apply only to loss or damage to Real Property.

The absence of an entry indicates that the exclusions apply to all property.

b. We will not pay for:

- (1) Any increase in loss caused by or resulting from delay in rebuilding, repairing or replacing the property or resuming "Operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons.
(2) Any loss caused directly or indirectly by the failure of power or other utility service supplied to a covered building, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, unless specifically added by an endorsement to this policy.
(4) Any "Extra Expense" caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "Period of Restoration".
(5) Any loss that is directly or indirectly related to any filming activity or event organization, unless specifically added by an endorsement to this policy.
- d. We will not pay for loss or damage caused by or resulting from any of the following:
- (1) Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin or rodents; corrosion, rust, dampness, cold or heat.
(2) Processing or work upon the property.
But if processing or work upon the property results in fire or explosion, this exclusion does not apply to direct loss or damage caused by that fire or explosion, if the fire or explosion would be covered under this Coverage.
(3) Unexplained or mysterious disappearance or shortage found upon taking of inventory.
(4) Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open.
This exclusion does not apply to property that was built or designed to be stored in the open.
(5) Intentional acts committed by you or at your direction.
(6) Delay, loss of use (including loss of use of animals), loss of market, interruption of business, or any other consequential loss.
(7) Destruction or corruption of "Electronic Data or any loss or damage to "Electronic Data".
(8) Your need to meet an air date, performance date, delivery date or any contractual time limits.

- e. When this Coverage Form is part of the Theatrical Productions Portfolio, we will not pay for any increase in loss caused by or resulting from the enforcement of any ordinance or law regulating the construction, use or repair of any property.

This exclusion applies even if the property has not been damaged.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Resumption of Operations coverage.

IV. DEDUCTIBLE

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 Declarations for Resumption of Operations Coverage. We 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 "Extra Expense" will be determined based on:
 - (1) All expenses that exceed the normal operating expenses that would have been incurred by "Operations" during the "Period of Restoration" if no direct physical loss or damage had occurred to Covered Property; and
 - (2) Necessary expenses that reduce the "Extra Expense" otherwise incurred.
- b. We will deduct from the total of such expenses:
 - (1) The salvage value that remains of any property bought for temporary use during the "Period of Restoration", once "Operations" are resumed; and
 - (2) Any "Extra Expense" that is paid for by other insurance.
- c. We will reduce the amount of your "Extra Expense" loss to the extent you can return "Operations" to normal and discontinue such "Extra Expense".
- d. If you do not resume "Operations", or do not resume "Operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "Operations" as quickly as possible.

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:

If you intend to continue your business, you must resume all or part of your "Operations" 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. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
 - b. "Extra Expense" means:
 - (1) 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 Covered Property; 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:
- (1) Loss of earnings or profit;
 - (2) Expense to repair or replace property, including animals;
 - (3) Expense incurred to begin, continue or complete an "Insured Production"; or
 - (4) Expense payable under any other Coverage of this policy.

- c. "Operations" means your business activities that are not directly related to an "Insured Production".
- d. "Period" of Restoration means the period of time that:
 - (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss; and
 - (2) Ends on the earlier of:
 - (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when the business is resumed at a new permanent location.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or any way respond to assess the effects of "Pollutants".

The expiration date of this policy will not cut short the "Period of Restoration".

- e. "Suspension" means the slowdown or cessation of your business activities that are not related to an "Insured Production".
- f. "Term of Coverage":
 - (1) When this Coverage Form 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 the negative, whichever occurs first.
 - (2) When this Coverage Form is part of the DICE Producers Portfolio, "Term of Coverage" means the policy period.
 - (3) When this Coverage Form 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.

STRIKE COVERAGE

I. COVERAGE

- a. We will pay the actual and necessary loss you sustain as Extra Expense due to the interruption, postponement or cancellation of an "Insured Production". The interruption, postponement or cancellation must be the direct result of interference by an officially sanctioned strike during the "Term of Coverage".

This Coverage will apply for a period of up to _____ week(s) from the date of the interruption, postponement or cancellation of the "Insured Production". 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:

- (1) Loss of earnings or profit;
 - (2) Expense to repair or replace property, including animals; or
 - (3) Expense payable under any other Coverage of this policy.
- c. Any policy exclusions dealing with strike, loss of use, or interruption of business do not apply to the extent they might conflict with coverage provided under this endorsement.

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:

We will not pay for loss caused by or resulting from any of the following:

- a. A strike by any organization that provides products or services to the entertainment industry;
- b. The actions of any strikers or other persons who work in the entertainment industry;
- c. The actions of any strikers or other persons who are affiliated with any labor union with which you have a labor agreement;
- d. Any strike that begins before the inception of this insurance; or
- e. Any strike that was scheduled or threatened before the inception of this insurance, regardless of when the strike actually occurs.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Strike coverage.

IV. DEDUCTIBLE

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 Declarations for Strike Coverage. We 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. We 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.

We 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", we 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) When this Coverage is part of the MPTV Producers Portfolio, "Costs" means "Insurable Production Cost".

- (2) When 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) 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.
- (2) When 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCIDENT ONLY COVERAGE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION I. CAST COVERAGE
DICE PRODUCERS PORTFOLIO, COVERAGE G. PERFORMERS/CAST COVERAGE
THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE F. PERFORMERS/CAST COVERAGE**

1. The person(s) listed below are accepted as Covered Persons for Cast or Performers/Cast Coverage, but only for the Causes of Loss of accidental injury or death. Coverage will become effective on the date indicated.

Name of Covered Person(s) Effective Date of Coverage

2. The person(s) listed below are accepted as Covered Persons for Cast or Performers/Cast Coverage, but only for the Causes of Loss of accidental injury or death. Coverage will become effective on the date indicated. However, we will not pay for loss caused directly or indirectly by _____. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Name of Covered Person(s) Effective Date of Coverage

3. With respect to the Covered Persons listed on this endorsement, the following exclusion is added to Section II. Additional Exclusions:

We will not pay for loss caused directly or indirectly by Sickness or Disease. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But if the Sickness or Disease directly results in death, we will pay for the loss caused by that death, if the death would be covered under the Cast or Performers/Cast Coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULL/LIMITED CAST COVERAGE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION I. CAST COVERAGE
DICE PRODUCERS PORTFOLIO, COVERAGE G. PERFORMERS/CAST COVERAGE
THEATRICAL PRODUCTION PORTFOLIO, COVERAGE F. PERFORMERS/CAST COVERAGE**

- 1. The person(s) listed below are accepted as Covered Persons for Cast or Performers/Cast Coverage for all applicable Causes of Loss. Coverage will become effective on the date indicated.

Name of Covered Person(s) Effective Date of Coverage

- 2. The person(s) listed below are accepted as Covered Persons for Cast or Performers/Cast Coverage for all applicable Causes of Loss. Coverage will become effective on the date indicated.

However, we will not pay for loss caused directly or indirectly by _____. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Name of Covered Person(s) Effective Date of Coverage Deductible Amount

- 3. The person(s) listed below are accepted as Covered Persons for Cast or Performers/Cast Coverage, but only for the following Causes of Loss: Accidental injury, sickness or death directly caused by or resulting from _____. Coverage will become effective on the date indicated.

Name of Covered Person(s) Effective Date of Coverage Limit of Insurance Deductible Amount

Limit of Insurance

The following provision applies only to Covered Persons for whom a Limit of Insurance is shown above.

Subject to the Limit of Insurance shown in the Declarations or otherwise applicable with respect to Each Occurrence, the most we will pay for loss caused by or resulting from a Covered Cause of Loss to the designated Covered Person is the Limit of Insurance shown above.

- 4. The person(s) listed below, who are over sixty-five years of age, are accepted as Covered Persons for Cast or Performers/Cast Coverage for all applicable Causes of Loss, and Additional Exclusion II.d. does not apply to such person(s). Coverage will become effective on the date indicated.

Name of Covered Person(s) Effective Date of Coverage Premium Surcharge

5. The person(s) listed below are accepted as Covered Persons for Cast or Performers/Cast Coverage for all applicable Causes of Loss. Coverage will become effective on the date indicated.

However, we will not pay for loss caused directly or indirectly by any of the following diseases or their sequelae: mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Name of Covered Person(s)	Effective Date of Coverage	Premium Surcharge
----------------------------------	-----------------------------------	--------------------------

6. The person(s) listed below are accepted as Covered Persons for Cast or Performers/Cast Coverage for all applicable Causes of Loss. Coverage will become effective on the date indicated.

However, we will not pay for loss caused directly or indirectly by any upper respiratory infection or any sequelae of such infection until ten days after the date of the medical examination. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Name of Covered Person(s)	Effective Date of Coverage	Date of Medical Examination
----------------------------------	-----------------------------------	------------------------------------

7. **DEDUCTIBLE**

The following provision applies only to Covered Persons for whom a Deductible Amount is shown in paragraphs 2. or 3. of this endorsement.

We will not pay for loss caused by or resulting from a Covered Cause of Loss to the designated Covered Person until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the deductible amount shown in this endorsement for the designated Covered Person. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL COVERAGE (PROPS, SETS & WARDROBE)

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE A. PROPS, SETS & WARDROBE DICE PRODUCERS PORTFOLIO, COVERAGE A. PROPS, SETS & WARDROBE

1. The following **Coverage Extensions** are added to Part I. Coverage:

a. **Animal Health Coverage**

We 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**

We will pay the actual and necessary loss you sustain by reason of the necessary repatriation, rendering or disposal of a Covered Animal by reason of a Covered Cause of Loss during the "Term of Coverage". Any repatriation must have our prior written authorization.

c. **Animal Loss of Use Coverage**

We 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 commencing, continuing or completing an assigned duty or role for a third party or parties.

d. For the purposes of these Coverage Extensions:

(1) **Covered Animal** means the animal(s) scheduled below that are used or intended to be used in an "Insured Production":

(2) **Covered Causes of Loss** means accidental injury, Sickness or death to a Covered Animal after we accept a Certificate of Health signed by a duly licensed veterinarian. Until our acceptance, or in the absence of our acceptance, Covered Causes of Loss means only accidental injury or death resulting from accidental injury.

Sickness means sickness, disease or illness resulting from any cause other than accidental injury.

2. **Additional Exclusions**

We will not pay for loss 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. Sickness of the 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

j. Any reservation, exception or restriction we have imposed on a Covered Animal, as described in the Certificate of Health Additional Condition below, regardless of when the event causing loss occurs.

3. Limits of Insurance

a. Each Occurrence

The most we will pay for all loss to which these Coverage Extensions apply in any one occurrence is \$_____.

b. Animal Health Coverage

(1) Injury or Sickness of a Covered Animal

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

(2) Death of a Covered Animal

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

c. Animal Repatriation, Rendering or Disposal Coverage

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

d. Animal Loss of Use Coverage

Subject to a. above, the most we 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 \$_____.

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

4. Deductible

Subject to the deductible amount shown in the Declarations or otherwise applicable with respect to each occurrence, we will not pay for loss 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. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

Coverage Extension

Deductible Amount

a. Animal Health Coverage

(1) Injury or Sickness of a Covered Animal: \$_____ each animal.

(2) Death of a Covered Animal: \$_____ each animal.

b. Animal Repatriation, Rendering or Disposal Coverage: \$_____ each animal

c. Animal Loss of Use Coverage: \$_____ each animal

5. Method of Valuation

a. We 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 the amount you charged the third party or parties for use of the animal, less any amount included for profit.

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

6. Additional Conditions

a. Additional Duties In The Event of Loss

- (1) You must report immediately 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.
- (2) 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.
- (3) 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.

WARRANTY

It is warranted that your failure to comply with any of these conditions will prejudice us and will release us from any claim that involves such failure.

b. Legal Liability and Valuation

You agree to determine:

- (1) The extent of your legal liability, and
- (2) 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

- (1) 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; or
 - (b) Any medication that has been prescribed;within one year prior to the date the Certificate of Health is completed.
- (2) The Covered Animal will be covered for Sickness on the date we approve the Certificate of Health. Until that time, the Covered Animal is covered only for the Causes of Loss of accidental injury or death resulting from accidental injury.

Based on the medical information submitted to us, we have the right to make any reservation, exception or restriction regarding the insurability of the Covered Animal within a reasonable period of time. We will not pay for loss caused by or resulting from any such reservation, exception or restriction.

7. Additional Definition

"Term of Coverage":

- a. 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.
- b. When this Coverage is part of the DICE Producers Portfolio, "Term of Coverage" means the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL COVERAGE (EXTRA EXPENSE)

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO, SECTION I. CAST COVERAGE
MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE B. EXTRA EXPENSE
DICE PRODUCERS PORTFOLIO, COVERAGE G. PERFORMERS/CAST COVERAGE
DICE PRODUCERS PORTFOLIO, COVERAGE B. EXTRA EXPENSE
THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE F. PERFORMERS/CAST COVERAGE
THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE D. EXTRA EXPENSE

1. The following **Coverage Extensions** are added to Part I. Coverage:

a. **Animal Cast Coverage**

This Coverage Extension applies only when Cast or Performers/Cast Coverage is part of the policy.

We will pay the actual and necessary loss you sustain by reason of a Covered Animal being prevented from commencing, continuing or completing an assigned duty or role in an "Insured Production". The loss must be caused by or result from a Covered Cause of Loss during the "Term of Coverage".

b. **Animal Extra Expense Coverage**

This Coverage Extension applies only when Extra Expense Coverage is part of the policy.

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". The interruption, postponement or cancellation must be the direct result of a Covered Cause of Loss to a Covered Animal during the "Term of Coverage".

Extra Expense, as used in this Coverage Extension, 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:

- (1) Loss of earnings or profit;
- (2) Expense to repair or replace property, other than Covered Animals;
- (3) Expense payable under any other Coverage of this policy.

c. **Covered Animals**

For the purposes of these Coverage Extensions, **Covered Animal** means the animal(s) scheduled below that are used or intended to be used in an "Insured Production":

d. **Covered Causes of Loss**

For the purposes of these Coverage Extensions, Covered Causes of Loss means accidental injury, Sickness or death to a Covered Animal after we accept a Certificate of Health signed by a duly licensed veterinarian. Until our acceptance, or in the absence of our acceptance, Covered Causes of Loss means only accidental injury or death resulting from accidental injury, unless the Certificate of Health requirement is indicated as waived below.

Sickness means sickness, disease or illness resulting from any cause other than accidental injury.

Certificate of Health Requirement is Waived:

2. **Additional Exclusions**

We will not pay for loss 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. Willful misconduct or misuse of the animal;
- e. Confiscation or nationalization of the animal for any reason whatsoever;
- f. Quarantine, unless as a result of a Cause of Loss not otherwise excluded;
- g. Intentional slaughter of the animal, either voluntarily or by act of or at the direction of any local authority;
- h. Sickness of the 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
- i. Any reservation, exception or restriction we have imposed on a Covered Animal, as described in the Certificate of Health Condition below, regardless of when the event causing loss occurs.

3. **Limits of Insurance**

The most we will pay for all loss to which these Coverage Extensions apply in any one occurrence is \$_____.

The limit applicable to these Coverage Extensions is in addition to the policy Limits of Insurance.

4. **Deductible**

The Deductible provisions described in the applicable Coverage form apply to this Coverage Extension.

5. **Method of Valuation**

a. **Animal Cast Coverage**

The Method of Valuation described in the applicable Cast Coverage form applies to this Coverage Extension.

b. **Animal Extra Expense Coverage**

For the purposes of this Coverage Extension, paragraphs V.a. and V.b. are replaced by the following:

- 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. We 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.

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

6. **Additional Conditions**

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

- (1) You must report immediately 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.

- (2) 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.
- (3) 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.
- (4) You must exercise due diligence and dispatch to secure a substitute animal, when and where available, following a Covered Cause of Loss to a Covered Animal.

WARRANTY

It is warranted that your failure to comply with any of these conditions will prejudice us and will release us from any claim that involves such failure.

b. Certificate of Health

- (1) 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; or
 - (b) Any medication that has been prescribed;
 within one year prior to the date the Certificate of Health is completed.
- (2) The Covered Animal will be covered for Sickness on the date we approve the Certificate of Health. Until that time, the Covered Animal is covered only for the Causes of Loss of accidental injury or death resulting from accidental injury, unless the Certificate of Health requirement is indicated as waived in paragraph 1.d. above.

Based on the medical information submitted to us, we have the right to make any reservation, exception or restriction regarding the insurability of the Covered Animal within a reasonable period of time. We will not pay for loss caused by or resulting from any such reservation, exception or restriction.

7. Amended Definition

For the purposes of the Animal Extra Expense Coverage Extension, the definition of "Period of Restoration" is replaced by the following:

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

- a. Begins with the date the interruption, postponement or cancellation of the "Insured Production" commences; and
- b. Ends on the earliest of the following:
 - (1) The date when the "Insured Production" is resumed or should be resumed with reasonable speed;
 - (2) _____ weeks after the date the Period of Restoration begins; or
 - (3) The date the "Insured Production" is cancelled or abandoned.

Paragraph b.(2) applies only when a number is entered.

The expiration date of this policy will not cut short the "Period of Restoration".

8. Additional Definitions

- a. For the purposes of the Animal Extra Expense Coverage Extension, "Costs" means the following:
 - (1) When this Coverage is part of the MPTV Producers Portfolio, "Costs" means "Insurable Production Cost".
 - (2) When 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) 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.
- (2) When 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAMILY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION I. CAST COVERAGE
DICE PRODUCERS PORTFOLIO, COVERAGE G. PERFORMERS/CAST COVERAGE
THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE F. PERFORMERS/CAST COVERAGE**

1. The following **Coverage Extension** is added to Part I. Coverage:

Family Injury or Death Coverage

We will pay the actual and necessary loss you sustain by reason of a Covered Person being prevented from commencing, continuing or completing an assigned duty or role in an "Insured Production". The loss must be caused by or result from a Covered Cause of Loss to an "Immediate Family Member" during the Term of Coverage or during the policy period, whichever is applicable to the Portfolio Coverage.

- a. This Coverage Extension will apply only for a period of _____ Coverage Days.

When this Coverage is part of the MPTV Producers Portfolio or the DICE Producers Portfolio, Coverage Days means Shooting Days.

When this Coverage is part of the Theatrical Productions Portfolio, Coverage Days means performance days of the "Insured Production".

- b. For the purposes of this Coverage Extension, Covered Causes of Loss means the option indicated by below:

Death of an "Immediate Family Member".

Death, Severe Injury, or Catastrophic Injury of an "Immediate Family Member".

A Severe Injury is a life-threatening injury that requires the individual to be hospitalized in an Intensive Care Unit for no less than three days.

A Catastrophic Injury is the loss of at least one limb or eye.

2. **LIMIT OF INSURANCE**

The most we will pay for Family Injury or Death loss in any one occurrence is \$_____.

The limit applicable to this Coverage Extension is in addition to the policy Limits of Insurance.

3. **ADDITIONAL DEFINITION**

For the purposes of this Coverage Extension, "Family Member" means the mother, father, sister, brother, spouse, child, grandparent or grandchild of the Covered Person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED PERSON EXTENSION

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO, SECTION I. CAST COVERAGE
DICE PRODUCERS PORTFOLIO, COVERAGE G. PERFORMERS/CAST COVERAGE
THEATRICAL PRODUCTION PORTFOLIO, COVERAGE F. PERFORMERS/CAST COVERAGE

1. The definition of Covered Person described in paragraph I.a. is extended to include the following persons, but only for the Causes of Loss of accidental injury or death:
Any person necessary for the completion of the "Insured Production", including but not limited to the Director, Camera Operator, Actors, Production Manager, Special Effects Coordinator, Stunt Coordinator, or Sound Recorder.
2. With respect to the Covered Persons listed on this endorsement, the following exclusion is added to Section II. Additional Exclusions:
We will not pay for loss caused directly or indirectly by Sickness or Disease. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
But if the Sickness or Disease directly results in death, we will pay for the loss caused by that death, if the death would be covered under the Cast or Performers/Cast Coverage.
For the purposes of this exclusion Sickness or Disease means any illness resulting from any cause other than accidental injury.
3. Additional Condition VI.b. Medical Examination does not apply to the Covered Persons listed on this endorsement, but only for the Causes of Loss of accidental injury or death.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERBORNE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT
DICE PRODUCERS PORTFOLIO, COVERAGE D. MISCELLANEOUS EQUIPMENT**

Part IV. Deductible is amended as follows:

1. The following paragraph is added:

Calculation of the Deductible for Covered Property While Waterborne

- (1) In determining the amount, if any, that we will pay for Covered Property that has sustained loss or damage while Waterborne, the Deductible is \$_____.
 - (2) For the purposes of this Deductible, Waterborne means the period of time that:
 - (a) Begins when the property is being loaded into or onto a watercraft;
 - (b) Continues while the property is in or on that watercraft; and
 - (c) Ends after the property has been fully unloaded from that watercraft and is ashore.
 - (3) This Deductible provision does not apply to:
 - (a) "Land Vehicles" while Waterborne; or
 - (b) Covered Property while in or on a watercraft that is entirely ashore on dry land, including the loading and unloading of any such watercraft.
2. Paragraph b. - Calculation of the Deductible for Covered Property Other Than "Land Vehicles" – does not apply to Covered Property while Waterborne.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRECISION DRIVING COVERAGE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT
DICE PRODUCERS PORTFOLIO, COVERAGE D. MISCELLANEOUS EQUIPMENT**

1. Coverage Extension

- a. The definition of "Covered Property" is extended to include "Land Vehicles" or "Mobile Equipment" while involved in "Precision Driving".
- b. For the purposes of this Coverage Extension, "Precision Driving" means two or more "Land Vehicles" or "Mobile Equipment" driving in unison, synchronization or choreographed interaction.
- c. "Property Not Covered" is changed to delete any reference to "Land Vehicles" or "Mobile Equipment" while involved in "Precision Driving", to the extent that it might conflict with this Coverage Extension.

2. Additional Exclusion

We will not pay for loss or damage caused by or resulting from "Land Vehicles" or "Mobile Equipment" while involved in "Precision Driving" that includes chase scenes or stunts when:

- a. Any or all wheels of the "Land Vehicle" or "Mobile Equipment" leave the driving surface;
- b. Tire traction is broken;
- c. The driver's vision is impaired; or
- d. The speed of the "Land Vehicles" or "Mobile Equipment" is greater than normally safe for the condition of the driving surface.

3. Deductible

For the purposes of this Coverage Extension the Deductible Amount described below applies instead of the deductible amount shown in the Declarations or otherwise applicable to the property:

In determining the amount, if any, that we will pay for "Land Vehicles" or "Mobile Equipment" that have sustained loss or damage while involved in "Precision Driving", the Deductible amount is ___% of the adjusted loss or damage for those "Land Vehicles" or "Mobile Equipment".

However, the Deductible amount for each "Land Vehicle" or "Mobile Equipment" that has sustained loss or damage will be not less than \$_____ and not more than \$_____.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – “LAND VEHICLE” DEDUCTIBLE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT
DICE PRODUCERS PORTFOLIO, COVERAGE D. MISCELLANEOUS EQUIPMENT**

Paragraph a. of Part IV. Deductible is replaced by the following:

a. Calculation of the Deductible for “Land Vehicles”

In determining the amount, if any, that we will pay for “Land Vehicles” that have sustained loss or damage, the Deductible amount is ___% of the adjusted loss or damage for those “Land Vehicles”.

However, the Deductible amount for each “Land Vehicle” that has sustained loss or damage will be not less than \$_____ and not more than \$_____.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THREAT COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE B. EXTRA EXPENSE
DICE PRODUCERS PORTFOLIO, COVERAGE B. EXTRA EXPENSE
THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE D. EXTRA EXPENSE**

1. The following **Coverage Extension** is added to Part I. Coverage:

Threat Coverage

- a. 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". The interruption, postponement or cancellation must be the direct result of a verified threat of direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the "Term of Coverage".
- b. Extra Expense, as used in this Coverage Extension, 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:

- (1) Loss of earnings or profit;
- (2) Expense to repair or replace property, including animals; or
- (3) Expense payable under any other Coverage of this policy.

2. **LIMITS OF INSURANCE**

Payments under this Coverage Extension will not increase the applicable Limit of Insurance.

3. **DEDUCTIBLE**

This Coverage Extension is subject to the applicable Deductible provisions of the Extra Expense Coverage.

4. **METHOD OF VALUATION**

For the purposes of this Coverage Extension, paragraphs V.a. and V.b. are replaced by the following:

- 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. We 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.

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

5. **AMENDED DEFINITION**

For the purposes of this Coverage Extension, the definition of "Period of Restoration" is replaced by the following:

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

- a. Begins with the date the interruption, postponement or cancellation of the "Insured Production" commences; and

b. Ends on the earliest of the following:

- (1) The date when the "Insured Production" is resumed or should be resumed with reasonable speed;
- (2) _____ weeks after the date the Period of Restoration begins, or
- (3) The date the "Insured Production" is cancelled or abandoned.

Paragraph b.(2) applies only when a number is entered.

The expiration date of this policy will not cut short the "Period of Restoration".

6. **ADDITIONAL DEFINITIONS**

The following additional definitions apply to this Coverage Extension:

a. "Costs":

- (1) When this Coverage is part of the MPTV Producers Portfolio, "Costs" means "Insurable Production Cost".
- (2) When 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) 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.
- (2) When 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KIDNAP AND EXTORTION COVERAGE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION I. CAST COVERAGE
DICE PRODUCERS PORTFOLIO, COVERAGE G. PERFORMERS/CAST COVERAGE
THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE F. PERFORMERS/CAST COVERAGE**

1. The following **Coverage Extension** is added to Part I. Coverage:

Kidnap and Extortion Coverage

- a. Covered Causes of Loss, as defined in paragraph I.b., is amended to include the following:
 - (1) The actual or alleged Kidnap, Hijack or Detention of a Covered Person.
 - (2) An extortion threat communicated to you to do bodily harm to a Covered Person.
- b. For the purposes of this Coverage Extension:
 - (1) Kidnap means the involuntary abduction by force or otherwise of a Covered Person for the purpose of demanding money or other consideration in exchange for the person's release.
 - (2) Hijack means the holding under duress of a Covered Person for any reason while traveling in a motor vehicle, aircraft or watercraft.
 - (3) Detention means the holding under duress of a Covered Person for any reason by anyone:
 - (a) Acting as an agent of or with the tacit approval of any government or government entity; or
 - (b) Acting or purporting to act on behalf of any insurgent party, organization or group.

2. **Additional Exclusions**

- a. We will not pay for loss resulting from:
 - (1) The Hijack or Detention of any Covered Person taking part in any political activity or the operations of any security or military force.
 - (2) The Hijack or Detention of any Covered Person due to the failure of you or the Covered Person to properly procure or maintain required travel documents, including passports, visas, permits and other similar documentation.
 - (3) The Detention of any Covered Person due to any actual or alleged violation of the laws of a country by you, by a Covered Person or by any person for whom you or a Covered Person is legally responsible, unless the Detention results from allegations that are deliberately false, fraudulent or malicious and made solely to achieve political, propaganda and/or coercive effect upon or at the expense of you or a Covered Person.
- b. We will not pay for any loss resulting from any actual or alleged Kidnap, Hijack, Detention or extortion threat that is part of a series of related acts that began prior to the effective date of this Coverage Extension.

3. **Method of Valuation**

The following is added to Part V. Method of Valuation

Your Kidnap and Extortion Coverage loss will not include any of the following:

- a. The amount of any Consideration surrendered as:
 - (1) A ransom payment resulting from the actual or alleged Kidnap, Hijack or Detention of a Covered Person; or
 - (2) An extortion payment resulting from an extortion threat.

Consideration includes the value of any consideration surrendered, including money, monetary instruments, securities, services or any other property that has tangible value.

- b. Expenses incurred in the recovery or attempted recovery of the Covered Person or any ransom or extortion payments.

4. **Additional Conditions**

a. **Confidentiality Agreement**

You and every Covered Person must make every effort not to divulge the existence of this Coverage Extension.

b. **Additional Duty In The Event of Loss**

You must make every effort to verify that any Kidnap, Hijack, Detention or extortion threat has actually occurred.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE MINIMUM/MAXIMUM

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO
DICE PRODUCERS PORTFOLIO
THEATRICAL PRODUCTIONS PORTFOLIO**

The Deductible provisions of the Coverages indicated in the Schedule below are replaced by the following:

- a. Calculation of the Deductible for Third Party Property Damage Coverage
 - (1) Our obligation to pay damages applies only to the amount of damages in excess of the deductible amount shown in the Schedule below for Third Party Property Damage. The deductible amount applies to all damages as the result of any one accident, regardless of the number of persons or organizations who sustain damages because of that accident.
 - (2) In determining the amount, if any, that we will pay for damages, the Deductible amount is the percentage of the adjusted loss shown in the Schedule as "Percentage of Loss".
 - (3) However, the Deductible amount, as calculated in (2) above, will be not less than the amount shown in the Schedule as "Deductible Minimum", and not more than the amount shown in the Schedule as "Deductible Maximum".
 - (4) When this endorsement is part of the MPTV Producers Portfolio or the DICE Producers Portfolio, the deductible does not apply to a loss of use claim for property that is covered for direct physical loss or damage under any other Coverage of this policy.
- b. Calculation of the Deductible for Coverages Other Than Third Party Property Damage
 - (1) We 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 applicable deductible amount shown below. We will then pay the amount of the adjusted loss or damage in excess of that Deductible, up to the applicable limit of insurance.
 - (2) In determining the amount, if any, that we will pay for loss or damage, the Deductible amount is the percentage of the adjusted loss or damage shown in the Schedule as "Percentage of Loss".
 - (3) However, the Deductible amount, as calculated in (2) above, will be not less than the amount shown in the Schedule as "Deductible Minimum", and not more than the amount shown in the Schedule as "Deductible Maximum".

SCHEDULE

Coverage	Deductible Minimum	Deductible Maximum	Percentage of Loss
MPTV Producers Portfolio			
<input type="checkbox"/> MP 201 (Section I, Cast Coverage)	\$ _____	\$ _____	_____%
<input type="checkbox"/> MP 202 (Section II, Coverage A, Props, Sets & Wardrobe)	\$ _____	\$ _____	_____%
<input type="checkbox"/> MP 203 (Section II, Coverage B, Extra Expense)	\$ _____	\$ _____	_____%
<input type="checkbox"/> MP 204 (Section II, Coverage C, Third Party Property Damage)	\$ _____	\$ _____	_____%
<input type="checkbox"/> MP 205 (Section II, Coverage D, Miscellaneous Equipment)	\$ _____	\$ _____	_____%
<input type="checkbox"/> MP 206 (Section III, Coverage A, Negative Film)	\$ _____	\$ _____	_____%
<input type="checkbox"/> MP 207 (Section III, Coverage B, Faulty Stock)	\$ _____	\$ _____	_____%

SCHEDULE (Continued)

Coverage	Deductible Minimum	Deductible Maximum	Percentage of Loss
DICE Producers Portfolio			
<input type="checkbox"/> DI 201 (Coverage A. Props, Sets & Wardrobe)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> DI 202 (Coverage B. Extra Expense)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> DI 203 (Coverage C. Third Party Property Damage)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> DI 204 (Coverage D. Miscellaneous Equipment)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> DI 205 (Coverage E. Negative Film)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> DI 206 (Coverage F. Faulty Stock)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> DI 207 (Coverage G. Performers/Cast Coverage)	\$ _____	\$ _____	_____ %
Theatrical Productions Portfolio			
<input type="checkbox"/> TP 201 (Coverage A. Theatrical Personal Property)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> TP 202 (Coverage B. Third Party Property Damage)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> TP 203 (Coverage C. Actors Equity)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> TP 204 (Coverage D. Extra Expense)	\$ _____	\$ _____	_____ %
<input type="checkbox"/> TP 205 (Coverage E. Catastrophic Cancellation (Named Perils))	\$ _____	\$ _____	_____ %
<input type="checkbox"/> TP 206 (Coverage F. Performers/Cast Coverage)	\$ _____	\$ _____	_____ %
Additional Coverages/Endorsements			
<input type="checkbox"/> _____	\$ _____	\$ _____	_____ %
<input type="checkbox"/> _____	\$ _____	\$ _____	_____ %
<input type="checkbox"/> _____	\$ _____	\$ _____	_____ %

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE OCCURRENCE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

- MPTV PRODUCERS PORTFOLIO**
- DICE PRODUCERS PORTFOLIO**
- THEATRICAL PRODUCTION PORTFOLIO**

The following is added to the Deductible provisions of the Coverages indicated below:

In the event of a loss payable under more than one Coverage indicated below, the sum of all applicable Deductible amounts in any one occurrence will be not more than \$_____

MPTV Producers Portfolio

- MP 201 (Section I, Cast Coverage)
- MP 202 (Section II, Coverage A. Props, Sets & Wardrobe)
- MP 203 (Section II, Coverage B. Extra Expense)
- MP 204 (Section II, Coverage C. Third Party Property Damage)
- MP 205 (Section II, Coverage D. Miscellaneous Equipment)
- MP 206 (Section III, Coverage A. Negative Film)
- MP 207 (Section III, Coverage B. Faulty Stock)

DICE Producers Portfolio

- DI 201 (Coverage A. Props, Sets & Wardrobe)
- DI 202 (Coverage B. Extra Expense)
- DI 203 (Coverage C. Third Party Property Damage)
- DI 204 (Coverage D. Miscellaneous Equipment)
- DI 205 (Coverage E. Negative Film)
- DI 206 (Coverage F. Faulty Stock)
- DI 207 (Coverage G. Performers/Cast Coverage)

Theatrical Productions Portfolio

- TP 201 (Coverage A. Theatrical Personal Property)
- TP 202 (Coverage B. Third Party Property Damage)
- TP 203 (Coverage C. Actors Equity)
- TP 204 (Coverage D. Extra Expense)
- TP 205 (Coverage E. Catastrophic Cancellation (Named Perils))
- TP 206 (Coverage F. Performers/Cast Coverage)

Additional Coverages/Endorsements

- _____
- _____
- _____

OFFICE EQUIPMENT & FURNISHINGS COVERAGE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT
DICE PRODUCERS PORTFOLIO, COVERAGE D. MISCELLANEOUS EQUIPMENT
THEATRICAL PRODUCTIONS PORTFOLIO, COVERAGE A. THEATRICAL PERSONAL PROPERTY**

1. The following **Coverage Extension** is added to Part I. Coverage:

Office Equipment & Furnishings Coverage

a. Paragraph a., Covered Property, is extended to include the following:

- (1) Your furniture and fixtures that are used in your business or for other purposes related to your business;
- (2) Furniture and fixtures of others in your care, custody or control and for which you are legally liable; and
- (3) Your use interest as tenant in Improvements and Betterments.
Improvements and Betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove.

b. Paragraph b., Property Not Covered, is amended to delete any references to "Furniture and fixtures" or "Building Improvements and Betterments" to the extent they might conflict with this Coverage Extension.

2. **Limit of Insurance**

Solely with respect to loss or damage to the property described in paragraph 1.a. above, Part III. Limits of Insurance is replaced by the following:

The most we will pay for loss or damage in any one occurrence is \$_____.

The limit applicable to this Coverage Extension is in addition to the policy Limits of Insurance.

3. **Deductible**

Solely with respect to loss or damage to the property described in paragraph 1.a. above, the Deductible Amount described below applies instead of the deductible amount shown in the Declarations or otherwise applicable to the property.

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

Deductible Amount: \$_____ each occurrence

4. **Additional Condition**

The following is added to the **Method of Valuation** Condition:

We will determine the value of Tenant's Improvements and Betterments at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
- (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCERS INDEMNITY COVERAGE

This endorsement modifies insurance provided under the following, when provided:

MPTV PRODUCERS PORTFOLIO, SECTION I. CAST COVERAGE
MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE B. EXTRA EXPENSE
DICE PRODUCERS PORTFOLIO, COVERAGE B. EXTRA EXPENSE
DICE PRODUCERS PORTFOLIO, COVERAGE G. PERFORMERS/CAST
THEATRICAL PRODUCTION PORTFOLIO, COVERAGE D. EXTRA EXPENSE
THEATRICAL PRODUCTION PORTFOLIO, COVERAGE F. PERFORMERS/CAST COVERAGE

I. COVERAGE

- a. We will pay the actual and necessary loss you sustain as Covered Expenses due to the interruption, postponement or cancellation of an "Insured Production". The loss must be caused by or result from a Covered Cause of Loss during the "Term of Coverage".

The terms and conditions of the Portfolio Cast, Performers/Cast and Extra Expense Coverages do not apply to the extent they might conflict with this Producers Indemnity Coverage.

- b. Covered Expenses, as used in this Coverage, means the expenses covered by the Coverage form applicable to the loss.
- c. Covered Causes of Loss
 Covered Causes of Loss means any risks of loss that are beyond the control of you, an "Insured Person", the agency or the client for whom the "Insured Production" is being made except those causes of loss listed in the Exclusions.

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:

We will not pay for loss caused by or resulting from any of the following:

- a. Wear and tear; any quality in property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown of vehicles; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.

- b. Processing or work upon property.
 But if processing or work upon property results in fire or explosion, this exclusion does not apply to direct loss or damage caused by that fire or explosion, if the fire or explosion would be covered under this Coverage.
- c. Unexplained or mysterious disappearance or shortage found upon taking of Inventory.
- d. Loss or damage caused intentionally by or at the direction of you, any "Insured Person", the agent or the client for whom the "Insured Production" is being made.
- e. Loss of market.
- f. Physical loss of, damage to, or the cost to replace or repair the following types of property:
- (1) Property covered under any other Coverage of this policy; or
 - (2) Personal property used or intended to be used in an "Insured Production".
- g. Your insolvency or your lack of sufficient financing or funds, however caused.
- h. Any weather condition that prevents you from working outside.
- i. The quality, content, or any other aspect of the "Insured Production".
- j. Any act, happening or cause that is within the control of you, an "Insured Person", the agency or the client for whom the "Insured Production" is being made.
- k. Any "Insured Person" taking part in flying other than as a passenger, unless specifically added by an endorsement to this policy.
- l. Any "Insured Person" taking part in any hazardous stunt(s) or hazardous activity without our written consent.

- m. Any "Insured Person" who is under the age of fourteen (14) or over the age of sixty-five (65) unless the person is specifically named in an endorsement attached to this policy.
- n. Any health impairment of an "Insured Person" when you or any "Insured Person" knows that the impairment may prevent that person from commencing, continuing or completing an assigned duty or role in an "Insured Production".
- o. The following diseases contracted by any "Insured Person" under fourteen (14) years of age: mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria
- p. Any production that is not an "Insured Production".
- q. Any "Insured Production" that involves filming, when the filming exceeds the number of days designated in the Schedule below.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Producers Indemnity Coverage.

IV. DEDUCTIBLE

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 Declarations for Producers Indemnity Coverage. We 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

The amount of your loss will be determined based on the Method of Valuation described in the Coverage form applicable to the loss.

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. "Insured Person" means:

- (1) Any person you employ or retain who is vital to the "Insured Production", including but not limited to the director, producer, cast, crew, leading cameraperson, recording person and effects person; or
- (2) Any person designated as an "Insured Person" in the Schedule below.

b. "Term of Coverage":

- (1) When this Coverage is part of the MPTV Producers Portfolio, "Term of Coverage" has the meaning described in the MPTV Cast Coverage form, unless the "Second Term of Coverage" option is designated by in the Schedule below.

When so designated by in the Schedule, "Term of Coverage" means the period beginning sixty (60) days before the date shown in the Declarations as the start of "Principal Photography", and continuing until the earliest of the following dates:

- (a) The date of delivery required under the completion guarantee agreement with the distributor(s);
- (b) The date your completion guarantor is released from further obligations to you;
- (c) Eighteen (18) months after completion of "Principal Photography";
- (d) The date on which a protection print or duplicate tape has been completed and physically removed from the premises where the original negative or tape is located;
- (e) The date your interest in the property ceases; or
- (f) The date on which cancellation or termination of coverage under this policy for the "Insured Production" becomes effective.

The expiration date of this policy will be extended, if necessary, until the earliest of these dates. We may charge additional premium for this extension.

- (2) When 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.

SCHEDULE

- 1. Maximum Number of Filming Days (Exclusion II.q.): _____
- 2. Names of specifically designated "Insured Persons":

- 3. When designated by , the MPTV "Second Term of Coverage" option applies:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY FAILURE TO SUPPLY COVERAGE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE B. EXTRA EXPENSE DICE PRODUCERS PORTFOLIO, COVERAGE B. EXTRA EXPENSE

1. The following **Coverage Extension** is added to Part I. Coverage:

Utility Failure to Supply Coverage

- a. 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:

(1) 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

(2) 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".

- b. For the purposes of this Coverage Extension:

(1) Failure includes lack of sufficient capacity and reduction in supply.

(2) Covered Utility means the utility or utilities designated in the Schedule.

(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.

2. 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.

3. 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.

4. ADDITIONAL DEFINITION

"Term of Coverage":

- a. 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.

- b. If this Coverage is part of the DICE Producers Portfolio, "Term of Coverage" means the policy period.

SCHEDULE

1. Covered Utility(ies): Coverage applies only to the utility(ies) indicated by below.
 Electric Power Only
 Electric Power, Water, Heat (including Steam)
If no entry appears, this Coverage Extension applies to Electric Power only.
2. Limit of Insurance: \$_____ Any one occurrence
3. Deductible Amount: \$_____ Any one occurrence

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FURS, JEWELRY, ART & ANTIQUES AMENDED LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE A. PROPS, SETS & WARDROBE
DICE PRODUCERS PORTFOLIO, COVERAGE A. PROPS, SETS & WARDROBE**

Part III. Limits of Insurance is replaced by 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 Props, Sets & Wardrobe coverage.
- b. Subject to a. above, \$_____ is the most we will pay for loss or damage to the following types of property:
 - (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.

FURS, JEWELRY, ART & ANTIQUES COVERAGE

This endorsement modifies insurance provided under the following:

**MPTV PRODUCERS PORTFOLIO, SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT
DICE PRODUCERS PORTFOLIO, COVERAGE D. MISCELLANEOUS EQUIPMENT**

1. The following **Coverage Extension** is added to Part I. Coverage:

FURS, JEWELRY, ART & ANTIQUES COVERAGE

- a. Paragraph a., Covered Property, is extended to include the following when used in your business or for other purposes related to your business:
- (1) Your furs, fur garments and garments trimmed with fur;
 - (2) Your jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
 - (3) Your works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.
- b. Paragraph b., Property Not Covered, is amended to delete any references to the property described in a. above to the extent they might conflict with this Coverage Extension.

2. **Additional Exclusions**

- a. We will not pay for loss or damage payable under any other coverage of this policy.
- b. We will not pay for loss or damage to property that is used or intended to be used in an "Insured Production".

3. **Limit of Insurance**

Solely with respect to loss or damage to the property described in paragraph 1.a. above, Part III – Limits of Insurance is replaced by the following:

- a. The most we will pay for loss or damage in any one occurrence is \$_____, regardless of the types or number of articles that are lost or damaged in that occurrence.
- b. Subject to a. above, the most we will pay for any one article of property described in paragraph 1.a. above is \$_____.

The limit applicable to this Coverage Extension is in addition to the policy Limits of Insurance.

4. **Deductible**

Solely with respect to loss or damage to the property described in paragraph 1.a. above, the deductible amount shown below applies instead of the deductible amount shown in the Declarations or otherwise applicable to the property.

Deductible Amount: \$_____

If no amount is shown, the property is subject to the deductible amount shown in the Declarations.

5. **Additional Condition**

The following is added to the **Method of Valuation** Condition:

- (a) The value of each item of property that is specifically declared and described in the Schedule below will be the Limit of Insurance applicable to the lost or destroyed property. The applicable Limit of Insurance will be the lesser of:
- (1) The policy Limit of Insurance applicable to the lost or damaged property; or
 - (2) The value specified for the property in the Schedule.
- (b) In case of total loss of any items that are part of a pair or set that is individually listed and described in the Schedule, we will pay the full Limit of Insurance applicable to that pair or set. You will surrender to us the remaining items of the pair or set.

- (c) In case of loss or damage to any part of a pair or set that is not individually listed and described in the Schedule, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
 - (2) Pay the difference between the value of the pair or set before and after the loss or damage.
- (d) In case of loss or damage to any part of property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

SCHEDULED PROPERTY

Description

Limit of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIVIL AUTHORITY COVERAGE EXTENDED NAMED PERILS

This endorsement modifies insurance provided under the following:

CIVIL AUTHORITY COVERAGE (NAMED PERILS) (Form PORT 202)

The definition of Covered Causes of Loss in Paragraph I.c. is amended to include the following:

- a. Outbreak of communicable disease;
- b. A terrorist action or threatened terrorist action that results in a response by local authorities;
- c. A national day or days of mourning due to the death of the Head of State;
- d. An industrial accident at the facilities to be used or intended to be used in connection with the "Insured Production", and such accident results in an OSHA or similar government investigation;
- e. An armed robbery;
- f. Direct physical loss or damage from an external cause to property caused by or resulting from _____; and
- g. _____
(Applicable only when designated by)

The Causes of Loss Described above must occur within a five mile radius of the facilities necessary for the "Insured Production".

PERSONAL PROPERTY FLOATER POLICY

Throughout this policy, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Part VIII. - Definitions.

I. COVERAGE

We 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) Your personal property, including "Mobile Equipment", that is used in your business or for other purposes related to your business; 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) 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;
- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac;
- (4) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
- (5) Aircraft, watercraft, motor vehicles, motorcycles or any other self-propelled land conveyances (other than "Mobile Equipment"), unless specifically added by an endorsement to this policy;
- (6) Buildings or their improvements and betterments;

- (7) Furniture and fixtures, unless specifically added by an endorsement to this policy;
- (8) Animals;
- (9) Growing plants;
- (10) Valuable Papers and Records, meaning inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, maps or mortgages;
- (11) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, Electronic Media and Records or any other form of media, unless specifically added to this policy by an endorsement.

Electronic Media and Records are:

- (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (b) Data stored on such media; or
- (c) Programming records used for electronic data processing or electronically controlled equipment.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Additional Coverage

Debris Removal

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

II. EXCLUSIONS

- a. We 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 we 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) Risks of contraband or illegal transportation or trade.
- (3) (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.
- (4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

Exclusions a.(1) through a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

- b. We will not pay for loss or damage caused by or resulting from any of the following:
 - (1) Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects, vermin, or rodents; corrosion, rust, dampness, cold or heat.
 - (2) Unexplained or mysterious disappearance or shortage found upon taking of inventory.
 - (3) Delay, loss of use, loss of market, interruption of business, or any other consequential loss, unless specifically added by an endorsement to this policy.
 - (4) Processing or work upon the property.
But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- (5) Intentional acts committed by you or at your direction.
- (6) 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.

- (7) Any uninsured event occurring before, concurrently with or after the happening of an insured event, which directly or indirectly causes or in any way contributes to cause or increase loss or damage under this policy, but only with respect to that portion of any such loss caused by or contributed to by the uninsured event.
- (8) Discharge, dispersal, seepage, migration, release or escape of "Pollutants" or environmental impairment of any kind.
But if any of these results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (9) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- (10) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- (11) Unauthorized instructions to transfer property to any person or to any place.
- (12) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

- a. We 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. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

The deductible does not apply to loss or damage caused by fire, lightning, cyclone or tornado.

- b. The terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

V. LOSS CONDITIONS

a. Abandonment of Property

There can be no abandonment of any property to us without our written consent.

b. Access To Records And Examination Under Oath

We or our representatives may examine and audit your books and records as they relate to this policy at any time during the term of coverage or while a claim is pending.

If requested, you must permit us to question you and, so far as within your power, all other interested persons under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

c. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days after receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If they are unable to agree upon an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three shall be binding. Each party will pay its chosen appraiser and equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, we will still retain our right to deny the claim.

d. Due Diligence Clause

You 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 loss or claim insured under this policy. This policy extends to indemnify you for any additional expenses necessarily incurred by you to avoid or diminish such loss or claim, subject to any deductible provisions of this policy. This indemnification will not increase the limit of insurance, and we will not pay more for any loss than the amount that would have been payable had you not incurred the additional expenses.

e. Duties in the Event of Loss or Damage

In case of a loss or damage to which this insurance may apply, you must see that the following duties are performed:

- (1) Police Notification - Notify the police if a law may have been broken.
- (2) Minimize Loss or Damage – Take all reasonable steps to protect the property from further damage and minimize the loss. Keep a record of your expenses in doing so for consideration in the settlement of the claim. This will not increase the limit of insurance.

- (3) Notice of Loss or Damage
 - (a) Report immediately to us or our authorized representative any loss or damage which may become a claim under this policy. Include a description of the property or loss involved.
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof. You must do this within one hundred eighty (180) days after discovery of the loss or damage.
- (5) Cooperation
 - (a) Except at your own cost, make no voluntary payments, assume no obligations, and incur no expenses without our consent.
 - (b) Permit us to inspect the property and records proving the loss or damage.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (c) Immediately send us copies of any demands, summonses or legal papers received in connection with the claim or suit.
 - (d) Cooperate with us in the investigation or settlement of the claim.

f. Insurance to Value

This Condition applies only to loss or damage from a Covered Cause of Loss other than "Earthquake" or "Flood", and only when the amount of loss or damage in any one occurrence exceeds 10% of the Limits of Insurance shown on the Declarations Page.

When this Condition applies, we will not pay the full amount of any loss if the Limit of Insurance for the Covered Property is less than 90% of the value of the Covered Property at the time of loss.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by 90%.
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1).
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2).
- (4) Subtract the deductible from the figure determined in Step (3)

We will pay the amount determined in Step (4) or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

g. Loss Payment

- (1) Loss or damage covered by this policy will be payable to you or your loss payee.

We agree that any holder of a Certificate of Insurance issued by us or on our behalf will be considered a Loss Payee, subject to your legal liability.
- (2) We will not pay you more than your financial interest in the covered property.
- (3) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (4) We will pay you for covered loss or damage within thirty (30) days after we receive and accept a satisfactory sworn proof of loss, if you have complied with all the terms of this policy and:
 - (a) We have reached agreement with you on the amount of loss;
 - (b) A final judgment has been entered; or
 - (c) An appraisal award has been made.
- (5) We may adjust losses directly with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
- (6) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

We will not be liable for any part of a loss that has been paid or made good by others.

h. Method of Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- (1) We will determine the value of vehicles other than "Mobile Equipment", whether owned or not, at actual cash value at the time and location of the loss or damage.
- (2) We will determine the value of film, tape, recording or recording storage medium of any type, whether owned or not, at the actual cost to replace these items with property of like kind and quality.
- (3) We will determine the value of Stock as follows:
 - (a) Stock you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
 - (b) Finished Stock you manufacture at the selling price, as if no loss or damage occurred, less discounts and expenses you otherwise would have had.
 - (c) Stock shipped to you at your actual invoice cost plus any charges you must pay and your commission, if you are the selling agent.
 - (d) Stock that you have shipped at your selling invoice plus any guaranteed prepaid or advanced freight.
 - (e) Stock that you have shipped not under invoice at its market value at destination on the date of loss less any savings.

Stock means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

- (4) We will determine the value of your other property, including "Mobile Equipment", at Replacement Cost (without deduction for depreciation), subject to the following conditions:
 - (a) We will not pay on a Replacement Cost basis for any loss or damage:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repairs or replacement are made within one year after the loss or damage.

If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.

- (b) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with other property:
 - (aa) Of comparable material and quality; and
 - (bb) Used for the same purpose; or
 - (iii) The amount actually spent that is necessary to repair or replace the lost or damaged property.
- (5) We will determine the value of other property owned by others, including "Mobile Equipment", at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

i. Other Insurance

If at the time of loss or damage any other insurance is available, which would apply to the loss or damage in the absence of this policy, the insurance provided by this policy shall apply as excess insurance over the other insurance.

j. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

k. Subrogation

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

VI. GENERAL CONDITIONS

a. Assignment

This policy may not be assigned or transferred without our written consent.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by returning it to us or our authorized representative, stating in writing the future date it is to be cancelled. The policy period will end on that date.
- (2) We may cancel this policy by written notice to the first Named Insured at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Forty-five (45) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to a minimum earned premium of twenty-five percent (25%) of the deposit premium shown in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of any material fact or circumstances concerning this insurance, by you or any other insured, at any time. If you make any false or fraudulent claim as to amount or otherwise, this policy is void as to that specific claim and we have the right to terminate this policy at that time, and any subsequent claims by you are forfeited.

d. Conformity to State Law

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

e. Inspections and Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety recommendations. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs (1) and (2) of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Insurance Not to Benefit Others

No person or organization, other than you, having custody of the property and to be paid for services shall benefit from this insurance. This restriction does not apply to a person or organization, other than a common carrier, who is working on your behalf under the terms of a contract.

g. Legal Action Against Us

No one may bring a legal action against us under this policy unless there has been full compliance with all the terms of this policy and the action is brought within one (1) year after the occurrence causing the loss or damage.

No person or organization has a right under this policy to join us as a party or otherwise bring us into any action to determine the liability of you or any other insured.

h. Policy Changes

This policy contains all of the agreements between you and us concerning the insurance afforded. No changes may be made in this policy except by us in writing.

i. Policy Period

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

j. Premium

- (1) The first Named Insured shown in the Declarations:
 - (a) Is responsible for the payment of all premiums; and
 - (b) Will be the payee for any return premiums we pay.
- (2) We will compute all premiums for this policy in accordance with our rules and rates.
- (3) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the close of each audit period we will compute the earned premium for that period, subject to any applicable minimum premium. If this policy is cancelled, the minimum earned premium will be twenty-five percent (25%) of the deposit premium shown in the Declarations.

If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

k. Territory

This policy applies anywhere in the world.

VII. SPECIAL CONDITION

Premises Protection

As a condition of this insurance, you are required to maintain the protective safeguards that you represented were in effect at the time of the attachment of this insurance. Failure to maintain such protective safeguards will release us from all obligations under this policy to the extent that a loss is suffered or increased by that failure.

VIII. DEFINITIONS

a. "Earthquake" means:

- (1) Any earth movement, such as an earthquake, landslide, mine subsidence, or earth sinking, rising or shifting; and
- (2) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano;

provided that all earth movements or volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single earth movement or volcanic eruption.

b. "Flood" means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

c. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (2) Vehicles that travel on crawler treads;
- (3) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.

However, "Mobile Equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

RENTAL HOUSE FLOATER POLICY

Throughout this policy, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Part VIII. - Definitions.

I. COVERAGE

We 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) Your personal property, including "Mobile Equipment", that is used in your business or for other purposes related to your business;
- (2) Similar property of others in your care, custody or control and for which you are legally liable; and
- (3) Your use interest as tenant in Improvements and Betterments.
Improvements and Betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove.

b. Property Not Covered

Covered Property does not include:

- (1) Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
- (2) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac;
- (3) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit

cards; passports; transportation, admission or other tickets;

- (4) Aircraft, watercraft, motor vehicles, motorcycles or any other self-propelled land conveyances (other than "Mobile Equipment"), unless specifically added by an endorsement to this policy;
 - (5) Real property, land (including land on which the property is located), buildings or structures;
 - (6) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media, unless specifically added by an endorsement to this policy;
 - (7) Animals;
 - (8) Growing plants;
 - (9) Valuable Papers and Records, meaning inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, maps or mortgages;
 - (10) Signs, fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - (11) Property loaned, rented or leased to others without a written contract or agreement that specifically requires the borrower, renter or lessee to assume full responsibility for the risk of any loss or damage to the property from any cause whatsoever.
 - (12) Electronic Media and Records, unless specifically added to this policy by an endorsement.
Electronic Media and Records are:
 - (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
 - (b) Data stored on such media; or
 - (c) Programming records used for electronic data processing or electronically controlled equipment.
- c. Covered Causes of Loss
Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Additional Coverage

Debris Removal

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

II. EXCLUSIONS

a. We 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 we 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) Risks of contraband or illegal transportation or trade;
- (3) (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.
- (4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

Exclusions a.(1) through a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- (1) Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects, vermin, or rodents; corrosion, rust, dampness, cold or heat.
- (2) Unexplained or mysterious disappearance or shortage found upon taking of inventory at any location within your control.
- (3) Delay, loss of use, loss of market, interruption of business, or any other consequential loss, unless specifically added by an endorsement to this policy.
- (4) Processing or work upon the property.
But if processing or work upon the property results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- (5) Intentional acts committed by you or at your direction.
- (6) 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.
- (7) Any uninsured event occurring before, concurrently with or after the happening of an insured event, which directly or indirectly causes or in any way contributes to cause or increase loss or damage under this policy, but only with respect to that portion of any such loss caused by or contributed to by the uninsured event.

- (8) Discharge, dispersal, seepage, migration, release or escape of "Pollutants" or environmental impairment of any kind.

But if any of these results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- (9) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- (10) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement.
- (11) Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open at any location within your control. This exclusion does not apply to property that was built or designed to be stored in the open.

III. LIMITS OF INSURANCE

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

IV. DEDUCTIBLE

- a. We 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. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.
- b. The terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

V. LOSS CONDITIONS

a. Abandonment of Property

There can be no abandonment of any property to us without our written consent.

b. Access To Records And Examination Under Oath

We or our representatives may examine and audit your books and records as they relate to this policy at any time during the term of coverage or while a claim is pending.

If requested, you must permit us to question you and, so far as within your power, all other interested persons under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

c. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days after receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If they are unable to agree upon an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three shall be binding. Each party will pay its chosen appraiser and equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, we will still retain our right to deny the claim.

d. Due Diligence Clause

You 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 loss or claim insured under this policy. This policy extends to indemnify you for any additional expenses necessarily incurred by you to avoid or diminish such loss or claim, subject to any deductible provisions of this policy. This indemnification will not increase the limit of insurance, and we will not pay more for any loss than the amount that would have been payable had you not incurred the additional expenses.

e. Duties in the Event of Loss or Damage

In case of a loss or damage to which this insurance may apply, you must see that the following duties are performed:

- (1) Police Notification - Notify the police if a law may have been broken.
- (2) Minimize Loss or Damage – Take all reasonable steps to protect the property from further damage and minimize the loss. Keep a record of your expenses in doing so for consideration in the settlement of the claim. This will not increase the limit of insurance.
- (3) Notice of Loss or Damage
 - (a) Report immediately to us or our authorized representative any loss or damage which may become a claim under this policy. Include a description of the property or loss involved.
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof. You must do this within one hundred eighty (180) days after discovery of the loss or damage.
- (5) Cooperation
 - (a) Except at your own cost, make no voluntary payments, assume no obligations, and incur no expenses without our consent.
 - (b) Permit us to inspect the property and records proving the loss or damage.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (c) Immediately send us copies of any demands, summonses or legal papers received in connection with the claim or suit.
- (d) Cooperate with us in the investigation or settlement of the claim.

f. Insurance to Value

This Condition applies only to loss or damage from a Covered Cause of Loss other than “Earthquake” or “Flood”, and only when the amount of loss or damage in any one occurrence exceeds 10% of the Limits of Insurance shown on the Declarations Page.

When this Condition applies, we will not pay the full amount of any loss if the Limit of Insurance for the Covered Property is less than 90% of the value of the Covered Property at the time of loss.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by 90%.
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1).
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2).
- (4) Subtract the deductible from the figure determined in Step (3)

We will pay the amount determined in Step (4) or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

g. Loss Payment

- (1) Loss or damage covered by this policy will be payable to you or your loss payee.

We agree that any holder of a Certificate of Insurance issued by us or on our behalf will be considered a Loss Payee, subject to your legal liability.

- (2) We will not pay you more than your financial interest in the covered property.

- (3) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (4) We will pay you for covered loss or damage within thirty (30) days after we receive and accept a satisfactory sworn proof of loss, if you have complied with all the terms of this policy and:
 - (a) We have reached agreement with you on the amount of loss;
 - (b) A final judgment has been entered; or
 - (c) An appraisal award has been made.
- (5) We may adjust losses directly with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
- (6) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

We will not be liable for any part of a loss that has been paid or made good by others.

h. Method of Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- (1) We will determine the value of vehicles other than "Mobile Equipment", whether owned or not, at actual cash value at the time and location of the loss or damage.
- (2) We will determine the value of film, tape, recording or recording storage medium of any type, whether owned or not, at the actual cost to replace these items with property of like kind and quality.
- (3) We will determine the value of Stock as follows:
 - (a) Stock you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
 - (b) Finished Stock you manufacture at the selling price, as if no loss or damage occurred, less discounts and expenses you otherwise would have had.

- (c) Stock shipped to you at your actual invoice cost plus any charges you must pay and your commission, if you are the selling agent.
- (d) Stock that you have shipped at your selling invoice plus any guaranteed prepaid or advanced freight.
- (e) Stock that you have shipped not under invoice at its market value at destination on the date of loss less any savings.

Stock means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

- (4) We will determine the value of Tenant's Improvements and Betterments at:
 - (a) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (c) Nothing if others pay for repairs or replacement.
- (5) We will determine the value of your other property, including "Mobile Equipment", at Replacement Cost (without deduction for depreciation), subject to the following conditions:
 - (a) We will not pay on a Replacement Cost basis for any loss or damage:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repairs or replacement are made within one year after the loss or damage.

If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.

- (b) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:

- (i) The Limit of Insurance applicable to the lost or damaged property;
- (ii) The cost to replace the lost or damaged property with other property:
 - (aa) Of comparable material and quality; and
 - (bb) Used for the same purpose; or
- (iii) The amount actually spent that is necessary to repair or replace the lost or damaged property.

- (6) We will determine the value of other property owned by others, including "Mobile Equipment", at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

i. Other Insurance

If at the time of loss or damage any other insurance is available, which would apply to the loss or damage in the absence of this policy, the insurance provided by this policy shall apply as excess insurance over the other insurance.

j. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

k. Subrogation

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

VI. GENERAL CONDITIONS

a. Assignment

This policy may not be assigned or transferred without our written consent.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by returning it to us or our authorized representative, stating in writing the future date it is to be cancelled. The policy period will end on that date.
- (2) We may cancel this policy by written notice to the first Named Insured at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Forty-five (45) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to a minimum earned premium of twenty-five percent (25%) of the deposit premium shown in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of any material fact or circumstances concerning this insurance, by you or any other insured, at any time. If you make any false or fraudulent claim as to amount or otherwise, this policy is void as to that specific claim and we have the right to terminate this policy at that time, and any subsequent claims by you are forfeited.

d. Conformity to State Law

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

e. Inspections and Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety recommendations. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs (1) and (2) of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Insurance Not to Benefit Others

No person or organization, other than you, having custody of the property and to be paid for services shall benefit from this insurance. This restriction does not apply to a person or organization, other than a common carrier, who is working on your behalf under the terms of a contract.

g. Legal Action Against Us

No one may bring a legal action against us under this policy unless there has been full compliance with all the terms of this policy and the action is brought within one (1) year after the occurrence causing the loss or damage.

No person or organization has a right under this policy to join us as a party or otherwise bring us into any action to determine the liability of you or any other insured.

h. Policy Changes

This policy contains all of the agreements between you and us concerning the insurance afforded. No changes may be made in this policy except by us in writing.

i. Policy Period

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

j. Premium

- (1) The first Named Insured shown in the Declarations:
 - (a) Is responsible for the payment of all premiums; and
 - (b) Will be the payee for any return premiums we pay.
- (2) We will compute all premiums for this policy in accordance with our rules and rates.
- (3) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the close of each audit period we will compute the earned premium for that period, subject to any applicable minimum premium. If this policy is cancelled, the minimum earned premium will be twenty-five percent (25%) of the deposit premium shown in the Declarations.

If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

k. Territory

This policy applies anywhere in the world.

VII. SPECIAL CONDITION

Premises Protection

As a condition of this insurance, you are required to maintain the protective safeguards that you represented were in effect at the time of the attachment of this insurance. Failure to maintain such protective safeguards will release us from all obligations under this policy to the extent that a loss is suffered or increased by that failure.

VIII. DEFINITIONS

a. **“Earthquake”** means:

- (1) Any earth movement, such as an earthquake, landslide, mine subsidence, or earth sinking, rising or shifting; and
- (2) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano;

provided that all earth movements or volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single earth movement or volcanic eruption.

b. **“Flood”** means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

c. **“Mobile Equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:

- (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (2) Vehicles that travel on crawler treads;
- (3) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.

However, “Mobile Equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL HOUSE ERRORS & OMISSIONS

This endorsement modifies insurance provided under the following:

RENTAL HOUSE FLOATER POLICY

1. RENTAL HOUSE ERRORS AND OMISSIONS COVERAGE

Paragraph b. (11) of Part I of the Policy – Coverage reads as follows:

b. Covered Property does not include:

- (11) Property loaned, rented or leased to others without a written contract or agreement that specifically requires the borrower, renter or lessee to assume full responsibility for the risk of any loss or damage to the property from any cause whatsoever.

Subject to all of the other terms of the policy and this endorsement, Paragraph b.(11) above does not apply in the event that you or any of your representatives inadvertently fail to execute the required contract or agreement. However, this Coverage applies only when your procedures require the use of a contract or agreement that has our prior written approval.

2. LIMIT OF INSURANCE

Subject to the policy Limits of Insurance described in Part III, the most we will pay for loss or damage to which this Coverage applies in any one occurrence is \$_____.

3. DEDUCTIBLE

For the purposes of the Coverage provided by this endorsement, paragraph a. of Part IV – Deductible is replaced by the following:

We 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 \$_____. We will then pay ___% the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance, after any reduction required by the Insurance to Value Condition. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

4. ADDITIONAL EXCLUSIONS

For the purposes of the Coverage provided by this endorsement, the following exclusion applies in addition to the exclusions described in Part II. of the policy:

We will not pay for loss or damage caused by or resulting from the intentional loaning, renting or leasing of property to others by you or any of your representatives without a written contract or agreement that specifically requires the borrower, renter or lessee to assume full responsibility for the risk of any loss or damage to the property from any cause whatsoever.

5. WARRANTIES

Failure to fulfill these warranties will release us from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

You warrant that:

- a. You will use a rental or lease contract or agreement that specifically requires the borrower, renter or lessee to assume full responsibility for the risk of any loss or damage to the property from any cause whatsoever at a replacement cost valuation;
- b. You have trained all of your representatives regarding your procedures for loaning, renting or leasing property; and
- c. You have informed all of your representatives in writing that loaning, renting or leasing property without a properly executed contract or agreement may subject them to disciplinary action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLATION

This endorsement modifies insurance provided under the following:

RENTAL HOUSE FLOATER POLICY

1. Covered Property includes your stock in trade that:
 - a. You have sold, including property sold under a deferred payment sales agreement; and,
 - b. You are contractually obligated to install.
2. The insurance provided by this endorsement will end when one of the following first occurs:
 - a. This policy expires or is cancelled;
 - b. The installation is completed; or
 - c. You abandon the installation with no intention to complete it.
3. The installation will be deemed completed at the earlier of the following times:
 - a. When all the work called for in your contract has been completed; or
 - b. When the property has been put to its intended use by or on behalf of the purchaser.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
4. We will determine the value of Covered Property subject to this endorsement at the least of the following amounts:
 - a. The cost of reasonably restoring the property to its condition immediately before the loss or damage;
 - b. The cost of replacing the property with substantially identical property; or
 - c. Your net selling price for the property after all allowances and discounts.

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL BORROWER, RENTER OR LESSEE

This endorsement modifies insurance provided under the following:

RENTAL HOUSE FLOATER POLICY

1. Paragraph b. (11) of Part I of the Policy – Coverage reads as follows:
 - b. Covered Property does not include:
 - (11) Property loaned, rented or leased to others without a written contract or agreement that specifically requires the borrower, renter or lessee to assume full responsibility for the risk of any loss or damage to the property from any cause whatsoever.
2. Subject to all of the other terms of the policy and this endorsement:
 - a. Paragraph b. (11) above does not apply with respect to property loaned, rented or leased to the individual borrower(s), renter(s) or lessee(s) named in the Schedule below; and
 - b. We waive our rights to recover payment from any such borrower(s), renter(s) or lessee(s) with respect loss or damage to such property.
3. Term of Coverage
The insurance provided by this endorsement is effective only during the Term of Coverage stated in the Schedule below, subject to any earlier cancellation of the policy.
4. Limit of Insurance
Subject to the policy Limits of Insurance described in Part III, the most we will pay for loss or damage to which this endorsement applies in any one occurrence is the Limit of Insurance shown in the Schedule below.
5. Deductible
For the purposes of the insurance provided by this endorsement, the deductible amount shown in the Schedule below applies instead of the deductible amount shown in the Declarations or otherwise applicable to the property.
6. Additional Condition
For the purposes of the insurance afforded by this endorsement, the following Condition applies in addition to the policy Conditions:
Dishonest Acts
Our Limit of Insurance is reduced as follows when the borrower, renter or lessee commits any dishonest or criminal act with respect to the Covered Property or as part of the negotiations to borrow, rent or lease the property.
Subject to the policy Limits of Insurance described in Part III, the most we will pay for loss or damage to which this endorsement applies in any one occurrence is 10% of the Limit of Insurance shown in the Schedule below or \$10,000, whichever is less.

SCHEDULE

Designated Individual Borrower(s), Renter(s) or Lessee(s): _____

Term of Coverage: _____

Limit of Insurance \$_____ any one occurrence

Deductible Amount: \$_____ any one occurrence

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPERATORS COVERAGE

This endorsement modifies insurance provided under the following:

RENTAL HOUSE FLOATER POLICY

1. Paragraph b. (11) of Part I of the Policy – Coverage reads as follows:
 - b. Covered Property does not include:
 - (11) Property loaned, rented or leased to others without a written contract or agreement that specifically requires the borrower, renter or lessee to assume full responsibility for the risk of any loss or damage to the property from any cause whatsoever.
2. Subject to all of the other terms of the policy and this endorsement, Paragraph b. (11) above does not apply with respect to property loaned, rented or leased while in the care, custody or control of any of the following persons:
 - a. Your employees or executive officers; or
 - b. Volunteers or other persons who act at the direction of and within the scope of duties determined by you.

OFFICE EQUIPMENT & FURNISHINGS AMENDED LIMITS OF INSURANCE AND DEDUCTIBLE

This endorsement modifies insurance provided under the following:

RENTAL HOUSE FLOATER POLICY

1. COVERAGE AMENDMENT

The terms of this endorsement apply only to the following described Covered Property:

- a. Your furniture and fixtures;
- b. Furniture and fixtures of others in your care, custody or control and for which you are legally liable; and
- c. Your use interest as tenant in Improvements and Betterments.

2. LIMITS OF INSURANCE

Solely with respect to loss or damage to the property described in paragraph 1. above, Part III – Limits of Insurance is replaced by the following:

The most we pay for loss or damage in any one occurrence is \$_____.

The limit applicable to this Coverage Extension is in addition to the policy Limits of Insurance.

3. DEDUCTIBLE

Solely with respect to loss or damage to the property described in paragraph 1. above, the Deductible described below applies instead of the Deductible described in Part IV. Deductible or otherwise applicable to the property:

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

Deductible Amount: \$_____ each occurrence.

THEATRICAL PRODUCTIONS PORTFOLIO POLICY CONDITIONS

Throughout this policy, “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

The following conditions, exclusions and definitions apply in addition to the applicable Additional Conditions, Additional Exclusions and Additional Definitions in the Theatrical Productions Portfolio Coverage Forms.

I. LOSS CONDITIONS

a. Abandonment of Property

There can be no abandonment of any property to us without our written consent.

b. Access To Records And Examination Under Oath

We or our representatives may examine and audit your books and records as they relate to this policy at any time during the term of coverage or while a claim is pending.

If requested, you must permit us to question you and, so far as within your power, all other interested persons under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

c. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days after receipt of the written demand. The two appraisers will then select a competent, impartial

umpire. If they are unable to agree upon an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three shall be binding. Each party will pay its chosen appraiser and equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, we will still retain our right to deny the claim.

d. Deductible

(1) When a deductible applies, the terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.

(2) We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

e. Due Diligence Clause

You 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 loss or claim insured under this policy. This policy extends to indemnify you for any additional expenses necessarily incurred by you to avoid or diminish such loss or claim, subject to any deductible provisions of this policy. This indemnification will not increase the limit of insurance, and we will not pay more for any loss than the amount that would have been payable had you not incurred the additional expenses.

f. Duties In The Event of Loss Or Damage

In case of a loss or damage to which this insurance may apply, you must see that the following duties are performed:

(1) Police Notification - Notify the police if a law may have been broken.

- (2) Minimize Loss or Damage – Take all reasonable steps to protect the property from further damage and minimize the loss. Keep a record of your expenses in doing so for consideration in the settlement of the claim. This will not increase the limit of insurance.
- (3) Notice of Loss or Damage
 - (a) Report immediately to us or our authorized representative any loss or damage which may become a claim under this policy. Include a description of the property or loss involved.
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof. You must do this within one hundred eighty (180) days after discovery of the loss or damage.
- (5) Cooperation
 - (a) Except at your own cost, make no voluntary payments, assume no obligations, and incur no expenses without our consent.
 - (b) Permit us to inspect the property and records proving the loss or damage. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (c) Immediately send us copies of any demands, summonses or legal papers received in connection with the claim or suit.
 - (d) Cooperate with us in the investigation or settlement of the claim.

g. Loss Payment

- (1) Loss or damage covered by this policy will be payable to you or your loss payee.
We agree that any holder of a Certificate of Insurance issued by us or on our behalf will be considered a Loss Payee, subject to your legal liability.
- (2) We will not pay you more than your financial interest in the covered property.

- (3) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (4) We will pay you for covered loss or damage within thirty (30) days after we receive and accept a satisfactory sworn proof of loss, if you have complied with all the terms of this policy and:
 - (a) We have reached agreement with you on the amount of loss;
 - (b) A final judgment has been entered; or
 - (c) An appraisal award has been made.
- (5) We may adjust losses directly with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
- (6) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

We will not be liable for any part of a loss that has been paid or made good by others.

h. Other Insurance

If at the time of loss or damage any other insurance is available, which would apply to the loss or damage in the absence of this policy, the insurance provided by this policy shall apply as excess insurance over the other insurance.

i. Recoveries

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

j. Subrogation

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

II. GENERAL CONDITIONS

a. Assignment

This policy may not be assigned or transferred without our written consent.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by returning it to us or our authorized representative, stating in writing the future date it is to be cancelled. The Term of Coverage will end on that date.
- (2) We may cancel this policy by written notice to the first Named Insured at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The Term of Coverage will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of any material fact or circumstances concerning this insurance, by you or any other insured, at any time. If you make any false or fraudulent claim as to amount or otherwise, this policy is void as to that specific claim and we have the right to terminate this policy at that time, and any subsequent claims by you are forfeited.

d. Conformity to State Law

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

e. Inspections and Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs (1) and (2) of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Insurance Not to Benefit Others

No person or organization, other than you, having custody of the property and to be paid for services shall benefit from this insurance. This restriction does not apply to a person or organization, other than a common carrier, who is working on your behalf under the terms of a contract.

g. Legal Action Against Us

No one may bring a legal action against us under this policy unless there has been full compliance with all the terms of this policy and the action is brought within one (1) year after the occurrence causing the loss or damage.

No person or organization has a right under this policy to join us as a party or otherwise bring us into any action to determine the liability of you or any other insured.

h. Policy Changes

This policy contains all of the agreements between you and us concerning the insurance afforded. No changes may be made in this policy except by us in writing.

i. Territory

This policy applies anywhere in the world.

III. SPECIAL CONDITIONS

a. Duty to Declare

Prior to the commencement of rehearsals, you shall declare to us each production that you undertake during the term of coverage. You shall also declare to us any changes in exposure, including any changes in the number or scheduling of performances or the location of the "Insured Production".

b. Policy Period

We cover loss or damage commencing during the Term of Coverage stated on the Coverage Forms attached to and made a part of this policy.

c. Premium

- (1) The first Named Insured shown in the Declarations:
 - (a) Is responsible for the payment of all premiums; and
 - (b) Will be the payee for any return premiums we pay.
- (2) We will compute all premiums for this policy in accordance with our rules and rates.
- (3) The premium shown in this policy is a deposit premium only unless specifically stated otherwise. At the close of each audit period we will compute the earned premium for that period.

If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

IV. DEFINITIONS APPLICABLE TO ALL COVERAGES OF THIS POLICY

a. "Earthquake" means:

- (1) Any earth movement, such as an earthquake, landslide, mine subsidence, or earth sinking, rising or shifting; and
- (2) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano;

provided that all earth movements or volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single earth movement or volcanic eruption.

b. "Flood" means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

c. "Insured Production" means a production or event that has been declared and accepted by us and endorsed to this policy.

d. "Mobile Equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (2) Vehicles that travel on crawler treads;
- (3) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.

However, "Mobile Equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

V. EXCLUSIONS APPLICABLE TO ALL COVERAGES OF THIS POLICY

a. We 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 we 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) Risks of contraband or illegal transportation or trade.
- (3) (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.
- (4) (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, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this policy.

Exclusions a.(1) through a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- (1) 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.

- (2) Any uninsured event occurring before, concurrently with or after the happening of an insured event, which directly or indirectly causes or in any way contributes to cause or increase loss or damage under this policy, but only with respect to that portion of any such loss or damage caused by or contributed to by the uninsured event.

- (3) Discharge, dispersal, seepage, migration, release or escape of "Pollutants" or environmental impairment of any kind.

But if any of these results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

COVERAGE A. THEATRICAL PERSONAL PROPERTY

I. COVERAGE

We 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 Term of Coverage.

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

- (1) Your personal property, including, but not limited to:
 - (a) Sets, drops, curtains, costumes, wardrobe, props, musical instruments;
 - (b) Cameras, camera equipment, editing and projection equipment, communications equipment, sound and lighting equipment, portable electrical equipment, grip equipment and "Mobile Equipment"; and
- (2) Similar property of others in your care, custody or control and for which you are legally liable;

that are used or intended to be used in an "Insured Production".

b. Property Not Covered

Covered Property does not include:

- (1) Personal Property that is covered under any other Coverage of this policy;
- (2) Animals;
- (3) Growing plants, unless used as part of a set;
- (4) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
- (5) Buildings or their improvements and betterments unless specifically added by an endorsement to this policy;
- (6) Furniture and fixtures unless specifically added by an endorsement to this policy;
- (7) Aircraft, watercraft, motorcycles, motor vehicles or any other self-propelled land conveyance (other than "Mobile Equipment") unless used as part of a set or while in transit and not being self-propelled;

(8) Valuable Papers and Records, meaning inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, maps or mortgages;

(9) The following described property, except as provided under Additional Coverages – Furs, Jewelry, Art and Antiques:

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

(10) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, Electronic Media and Records or any other form of media, unless specifically added to this policy by an endorsement.

Electronic Media and Records are:

- (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cels;
- (b) Data stored on such media; or
- (c) Programming records used for electronic data processing or electronically controlled equipment.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Additional Coverages

(1) **Debris Removal**

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of loss that occurs during the Term of Coverage. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) **Furs, Jewelry, Art and Antiques**

- (a) Subject to the provisions of this Additional Coverage, Covered Property includes:
- (i) Furs, fur garments and garments trimmed with fur;
 - (ii) Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals; and
 - (iii) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.
- (b) We will cover this property only:
- (i) Within the property or facilities you use or intend to use to perform the "Insured Production";
 - (ii) In the course of transit to or from such property or facilities; and
 - (iii) While otherwise stored in a locked safe or lockbox.
- (c) The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000.
- This limit:
- (i) Applies to any one occurrence, regardless of the types or number of articles that are lost or damaged in that occurrence; and
 - (ii) Is part of and not in addition to the Limits of Insurance shown in the Declarations.

e. **Term of Coverage**

Term of Coverage, as used in this 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.

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.

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

- a. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.
- b. Processing or work upon the property.
But if processing or work upon the property results in any of the following Covered Causes of Loss, we will pay for the direct loss or damage caused by that Covered Cause of Loss:
 - (1) Fire;
 - (2) Explosion;
 - (3) Vandalism, meaning willful and malicious damage to, or destruction of, the described property;
 - (4) Theft.
- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- d. Intentional acts committed by you or at your direction.
- e. Delay, loss of use, loss of market, interruption of business, or any other consequential loss, unless specifically added by an endorsement to this policy.
- f. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement.

III. **LIMITS OF INSURANCE**

The most we will pay for loss or damage or Debris Removal expense in any one occurrence is the Limit of Insurance shown in the Declarations for Theatrical Personal Property coverage.

IV. **DEDUCTIBLE**

We 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 Theatrical Personal Property Coverage. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

V. **METHOD OF VALUATION**

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. We will determine the value of vehicles other than "Mobile Equipment", whether owned or not, at actual cash value at the time and location of the loss or damage.
- b. We will determine the value of film, tape, recording or recording storage medium of any type, whether owned or not, at the actual cost to replace these items with property of like kind and quality.
- c. We will determine the value of your other property, including your "Mobile Equipment", at Replacement Cost (without deduction for depreciation), subject to the following conditions:
 - (1) We will not pay on a Replacement Cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made within one year after the loss or damage.

If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.
 - (2) We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the lost or damaged property;
 - (b) The cost to replace the lost or damaged property with other property:
 - (i) Of comparable material and quality; and
 - (ii) Used for the same purpose; or
 - (c) The amount actually spent that is necessary to repair or replace the lost or damaged property.
- d. We will determine the value of other property that is owned by others, including "Mobile Equipment", at actual cash value or in accordance with contractual conditions or as you are obligated to pay by common law.

VI. ADDITIONAL CONDITIONS

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

a. Premises Protection

As a condition of this insurance, you are required to maintain the protective safeguards that you represented were in effect at the time of the attachment of this insurance. Failure to maintain such protective safeguards will release us from all obligations under this policy to the extent that a loss is suffered or increased by that failure.

b. Insurance to Value

This Additional Condition applies only to loss or damage from a Covered Cause of Loss other than "Earthquake" or "Flood", and only when the amount of loss or damage in any one occurrence exceeds 10% of the Limits of Insurance shown on the Declarations Page.

When this Condition applies, we will not pay the full amount of any loss if the Limit of Insurance for the Covered Property is less than 90% of the value of the Covered Property at the time of loss.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by 90%.
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1).
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2).
- (4) Subtract the deductible from the figure determined in Step (3)

We will pay the amount determined in Step (4) or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

COVERAGE B. THIRD PARTY PROPERTY DAMAGE

I. COVERAGE

We will pay those sums that the Insured becomes legally obligated to pay as damages because of direct physical loss of or damage, including loss of use, to Covered Property, caused by accident and arising out of any Covered Cause of Loss during the Term of Coverage. We will have the right and duty to defend the Insured against any "Suit" seeking those damages. However, we will have no duty to defend the Insured against any "Suit" seeking damages for direct physical loss or damage to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "Suit" that may result. But:

- (1) The amount we will pay for damages is limited, as described in Part III. - Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the Limit of Insurance in the payment of judgments and settlements.
- a. Covered Property, as used in this Coverage, means tangible property of others in an Insured's care, custody or control that is used or intended to be used in connection with an "Insured Production".
- b. Property Not Covered
- Covered Property does not include:
- (1) Personal property rented to or leased by an Insured, except for loss of use of such property;
 - (2) Buildings and premises rented to or leased by an Insured for any use or purpose other than in connection with an "Insured Production";
 - (3) Animals;
 - (4) Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media; and
 - (5) Motor vehicles, trailers, aircraft or watercraft, except for loss of use of such property.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Additional Coverage

Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "Suit" against an Insured we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses, other than loss of earnings, incurred by the Insured at our request.
- (4) All costs taxed against the Insured in the "Suit".
- (5) Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay our Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

e. Coverage Extension

Who Is An Insured

Throughout this Coverage, the word "Insured" includes you and each of the following:

- (1) If you are a partnership or joint venture, your members and partners, but only with respect to the conduct of your business.

- (2) If you are a limited liability company, your members, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
- (3) If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as your officers or directors.
- (4) If you are a trust, your trustees, but only with respect to their duties as trustees.
- (5) Your "Employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- (6) Your "Volunteer Workers" or any other person under your direct control, but only while performing duties related to the conduct of your business.

f. Term of Coverage

Term of Coverage, as used in this 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.

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.

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

- a. Intentional acts committed by or at the direction of any Insured.
- b. The failure of an Insured to provide reasonable care for Covered Property.

III. LIMITS OF INSURANCE

The most we will pay in damages as the result of any one accident is the Limit of Insurance shown in the Declarations for Third Party Property Damage coverage.

IV. DEDUCTIBLE

Our obligation to pay damages applies only to the amount of damages in excess of the deductible amount shown in the Declarations for Third Party Property Damage Coverage. The deductible amount applies to all damages as the result of any one accident, regardless of the number of persons or organizations who sustain damages because of that accident.

V. AMENDED CONDITION

Condition I.g. – Loss Payment is replaced by the following:

- (1) If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- (2) We will not be liable for any part of a loss that has been paid or made good by others.

VI. ADDITIONAL CONDITION

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

Legal Action Against Us

The following is added to Policy Condition II.g. – Legal Action Against Us

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Coverage or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured, and the claimant or the claimant's legal representative.

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. "Employee" includes a "Leased Worker" and a "Temporary Worker".
- b. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased Worker" does not include a "Temporary Worker".

- c. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes:
 - (1) An arbitration proceeding in which damages are claimed and to which the Insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
- d. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "Employee" on leave or to meet seasonal or short-term workload conditions.
- e. "Volunteer Worker" means a person who is not your "Employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

COVERAGE C. ACTORS EQUITY

I. COVERAGE

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss, while such property is:

- (1) Wholly or partly in the care, custody or control of the Manager (Producer) of the "Insured Production" or of any of his or her representatives; or
- (2) In the course of transit or storage arranged by or on behalf of the Manager (Producer) of the "Insured Production"; or
- (3) Within the property or facilities you use or intend to use to perform the "Insured Production".

The loss or damage must commence during the Term of Coverage.

Coverage applies irrespective of any act or negligence committed by or on behalf of the Manager (Producer) of an "Insured Production".

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

- (1) Personal property of "Members" of the cast or staff of an "Insured Production", when used or intended to be used in connection with the "Insured Production, consisting of the following:
 - (a) Props, sets, costumes, wardrobe, and musical instruments, including related equipment and accessories;
 - (b) Personal clothing and accessories being worn or to be worn by the "Member"; and
 - (c) Personal effects of the "Member", including luggage; and
- (2) Similar property of others for which the "Member" is legally liable.

b. Property Not Covered

Covered Property does not include:

- (1) Personal Property that is covered under any other Coverage of this policy;
- (2) Personal property that is in the sole care, custody or control of the "Member";
- (3) Theatrical Property, including sets, props and similar property of others for which you are legally liable that is used

or intended to be used in the "Insured Production";

- (4) Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
- (5) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac;
- (6) Motorcycles, motor vehicles, or other self-propelled conveyances.

c. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

d. Term of Coverage

Term of Coverage, as used in this 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.

II. LIMITS OF INSURANCE

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

b. Subject to a. above, \$16,000 is the most we will pay for loss or damage to the property of any one "Member".

c. Subject to b. above:

- (1) \$3,000 is the most we will pay for loss or damage to furs, fur garments and garments trimmed with fur;
- (2) \$3,000 is the most we will pay for jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, gold, silver, platinum and other precious alloys or metals; and

- (3) \$10,000 is the most we will pay for loss or damage to property not described in (1) and (2) above.

These limits apply to any one occurrence, regardless of the types or number of articles that are lost or damaged in that occurrence.

III. DEDUCTIBLE

We 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 Actors Equity Coverage. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

IV. METHOD OF VALUATION

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. The most we will pay is the lesser of the following:
 - (1) The actual cash value of the property as of the time of loss or damage; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

V. ADDITIONAL DEFINITION

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

“Member” means:

- a. A member of the Actor’s Equity Association, and
- b. Any other individual specified by the Actor’s Equity Association

for whom you are obligated by a contract or agreement to provide this Coverage.

COVERAGE D. EXTRA EXPENSE

I. COVERAGE

We will pay the actual and necessary loss you sustain as Continuing Expenses or Extra Expense during the "Period of Restoration" due to the interruption, postponement or cancellation of an "Insured Production". The interruption, postponement or cancellation must be the direct result of direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the Term of Coverage.

- a. (1) Continuing Expenses, as used in this Coverage, means reasonably incurred continuing normal operating expenses applicable to the "Insured Production", including continuing regular payroll, advertising expense, office overhead, theatre rental fees (including forfeited fees), transportation expenses, equipment and property rentals, and housing and subsistence costs for authors and staff members during out-of-town tryout periods.
- (2) Extra Expense, as used in this Coverage, means the following expenses you incur that you would not have incurred had there been no direct physical loss or damage to Covered Property:
 - (a) Necessary additional expenses incurred to avoid or minimize the interruption, postponement or cancellation of the "Insured Production"; and
 - (b) Necessary expenses incurred to the extent they reduce the amount of loss that otherwise would be payable under this Coverage.
- (3) Continuing Expenses and Extra Expense do not include any of the following:
 - (a) Earnings, profit, bad debts, 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; or
 - (d) Administrative costs not directly related to an "Insured Production".

- b. Covered Property, as used in this Coverage, means property, including "Facilities", used or intended to be used in connection with an "Insured Production".
- c. Property Not Covered
Covered Property does not include negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media.
- d. Covered Causes of Loss
Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.
- e. Term of Coverage
Term of Coverage, as used in this 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.

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.

- a. We will not pay for any increase in loss caused by or resulting from any of the following:
 - (1) The enforcement of any ordinance or law regulating the construction, use or repair of any property.
This exclusion applies even if the property has not been damaged.
 - (2) The suspension, lapse or cancellation of any license, contract or order.
 - (3) Delay in rebuilding, repairing or replacing the property or resuming the "Insured Production" due to interference by strikers or other persons.
- b. We will not pay for any loss caused directly or indirectly by the failure of power or other utility services supplied to the "Facilities", however caused, if the failure occurs outside the "Facilities". Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss at the "Facilities", we will pay for the loss resulting from that Covered Cause of Loss.

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

(1) Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat.

(2) Leakage or discharge of any substance onto property in buildings.

But if leakage or discharge of any substance onto property in buildings results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to property in "Facilities".

(3) Processing or work upon the property.

But if processing or work upon the property results in fire, explosion, "Vandalism" or theft, this exclusion does not apply to direct loss or damage caused by that fire, explosion, "Vandalism" or theft if the fire, explosion, "Vandalism" or theft would be covered under this Coverage.

(4) Unexplained or mysterious disappearance or shortage found upon taking of inventory.

(5) Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open.

This exclusion does not apply to property that was built or designed to be stored in the open.

(6) Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires within the property or "Facilities" you use in connection with an "Insured Production".

But if artificially generated electrical current results in fire, we will pay for the loss or damage directly caused by that fire.

(7) Breakage of any lighting element, unless caused by fire, lightning, "Earthquake", "Vandalism", theft or attempted theft.

(8) Intentional acts committed by you or at your direction.

(9) Delay, loss of use (including loss of use of animals), loss of market, interruption of business, or any other consequential loss.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Extra Expense coverage.

IV. DEDUCTIBLE

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 larger of the following amounts:

a. The value of Continuing Expenses for either:

(1) The first two consecutive interrupted, postponed or cancelled performances of the "Insured Production", or

(2) The first two consecutive days after the "Insured Production" has opened or is scheduled to open at the "Facilities",

whichever occurs later; or

b. The value of the deductible amount shown in the Declarations for Extra Expense Coverage.

We 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 as follows:

(1) The amount of Continuing Expenses will be determined based on all necessary normal operating expenses applicable to the "Insured Production" that are reasonably and practically incurred during the "Period of Restoration".

(2) The amount of Extra Expense will be determined based on all necessary expenses that exceed the amount of normal operating expenses you would have incurred for the "Insured Production" during the "Period of Restoration" if no direct physical loss or damage had occurred.

(3) The amount of loss will include all other necessary expenses that reduce the amount of loss otherwise payable.

b. We will reduce the amount of your loss:

(1) By the salvage value that remains of any property bought for temporary use as a result of the direct physical loss or damage;

- (2) To the extent you can resume the "Insured Production" by using damaged or undamaged property at the "Facilities" or elsewhere; and
- (3) To the extent you do not resume the "Insured Production" as quickly as possible.

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

VI. ADDITIONAL CONDITIONS

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

a. 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 cancel the "Insured Production", you must resume the "Insured Production" as quickly as possible.

b. Substitute Theatre Building

You must exercise due diligence and dispatch to occupy a substitute theatre building, when and where available, following direct physical loss of or damage to the "Facilities", its furnishings, fixtures or equipment. The substitute theatre building must be of a reasonably comparable size as the "Facilities", normally used for the same type of production as the "Facilities", and approved by us.

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. "Facilities" means the theatre building occupied or scheduled to be occupied by signed agreement for the "Insured Production".

b. "Period of Restoration":

- (1) With respect to loss of or damage to "Facilities", "Period of Restoration" means the period of time that begins with:
 - (a) The date of direct physical loss or damage resulting from any Covered Cause of Loss; or
 - (b) The date the "Insured Production" is scheduled to open at the "Facilities", whichever is later, and ends on:
 - (a) The date when the "Facilities" should be repaired, rebuilt or replaced with reasonable speed and similar quality and the "Insured Production" is resumed, or
 - (b) Eight weeks after the date the Period of Restoration begins, or
 - (c) The date the "Insured Production" is cancelled,
 whichever is earliest.
- (2) With respect to loss of or damage to Covered Property other than "Facilities", "Period of Restoration" means the period of time that begins with the date of direct physical loss or damage resulting from any Covered Cause of Loss, and ends on:
 - (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality and the "Insured Production" is resumed, or
 - (b) Four weeks from the date the Period of Restoration begins, or
 - (c) The date the "Insured Production" is cancelled,
 whichever is earliest.

The expiration date of this policy will not cut short the "Period of Restoration."

- c. "Vandalism" means willful and malicious damage to, or destruction of, the described property.

COVERAGE E. CATASTROPHIC CANCELLATION (NAMED PERILS)

I. COVERAGE

We 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 caused by or result from a Covered Cause of Loss during the Term of Coverage;
 - (2) The Covered Cause of Loss must result in the interruption, postponement or cancellation of at least:
 - (a) Two consecutive performances of the "Insured Production" when the Cause of Loss is "Bodily Injury", "Sickness or Disease", "Permanent Total Disability" or "Death"; or
 - (b) One performance of the "Insured Production" when the Cause of Loss is "Weather Conditions" or Mechanical Breakdown; and
 - (3) This Coverage applies only to Extra Expense you incur after the interruption, postponement or cancellation of the number of performances specified in (2) above.
- a. 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 expenses incurred to avoid or minimize the interruption, postponement or cancellation of the "Insured Production";
 - (2) Non-refundable expenses and guarantees, including advertising, promotion, exploitation costs, and forfeited theatre guarantees;
 - (3) 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 any of the following:

- (1) Continuing operating expenses, earnings, profit, bad debts, collection expenses;

- (2) Royalties, residuals, premiums paid for this insurance, interest on loans, personal or real property taxes;
- (3) Story, scenario, music rights, sound rights; or
- (4) Administrative costs not directly related to an "Insured Production".

b. Covered Causes of Loss

Covered Causes of Loss means the following:

- (1) "Bodily Injury", "Sickness or Disease", "Permanent Total Disability" or "Death" to the greater of:
 - (a) One-third or more of the total cast and crew of the "Insured Production"; or
 - (b) Six members of the cast or crew of the "Insured Production";
- (2) "Weather Conditions"; or
- (3) Mechanical Breakdown of equipment used or intended to be used in connection with the "Insured Production".

c. Term of Coverage

Term of Coverage, as used in this 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.

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.

We will not pay for loss caused by or resulting from any of the following:

- a. Any member of the cast or crew of the "Insured Production" taking part in any hazardous stunt(s) without our written consent.
- b. Any member of the cast or crew of the "Insured Production" taking part in flying other than as a passenger.

- c. The inability of any performer to sing, due to an impairment of the voice, unless caused by "Bodily Injury" or "Sickness or Disease".
- d. Loss of or damage to property stored in the open caused by rain, ice, sleet, snow or hail, whether driven by wind or not.
This exclusion does not apply to incidental damage or to property that was built or designed to be stored in the open.
- e. Loss of or damage to any conveyance.
- f. Intentional acts committed by you or at your direction.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Catastrophic Cancellation coverage.

IV. DEDUCTIBLE

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 Declarations for Catastrophic Cancellation Coverage.

We 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 necessary expenses that exceed the amount of expenses you would have incurred for the "Insured Production" if no interruption, postponement or cancellation had occurred;
 - (2) All necessary non-refundable expenses and guarantees; and
 - (3) All other necessary expenses that reduce the amount of loss otherwise payable.
- b. We will reduce the amount of your loss:
 - (1) By the amounts incurred prior to the time we have agreed to pay expenses, as described under I.(3) above;
 - (2) By the amounts collected or collectable from others;
 - (3) By the salvage value of the physical or intellectual property that remains of a cancelled "Insured Production"; and
 - (4) To the extent you can resume the "Insured Production" or do not resume

the "Insured Production" as quickly as possible.

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

VI. ADDITIONAL CONDITION

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

Additional Duties In The Event of Loss

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

- a. Unless you intend to cancel the "Insured Production", you must resume the "Insured Production" as quickly as possible.
- b. You must report immediately to us or our authorized representative any fact or circumstance which may prevent a person from commencing, continuing or completing an assigned duty or role in an "Insured Production" and which may result in a claim under this policy.
- c. In the event of a covered "Bodily Injury", "Sickness or Disease", "Permanent Total Disability" or Death", you must immediately secure and file with us or our authorized representative the certification of a duly licensed physician. The certification must include a complete description of the Cause of Loss and the prognosis.

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. "Bodily Injury" means bodily injury caused by accident during the Term of Coverage and resulting directly and independently of all other Causes of Loss covered by this policy.
- b. "Death" means death occurring during the Term of Coverage.
- c. "Permanent Total Disability" means a continuous and permanent disability during the Term of Coverage that:
 - (1) Begins within 180 days after the event causing the disability; and
 - (2) Prevents the person from engaging in each and every occupation or employment for compensation or profit for which he or she is reasonably qualified by reason of education, training or experience.

d. "Sickness or Disease" means sickness or disease that first manifests during the Term of Coverage.

e. "Weather Conditions" means rain, sleet, snow, hail, windstorm, fog or "Flood".

COVERAGE F. PERFORMERS/CAST COVERAGE

I. COVERAGE

We will pay the actual and necessary loss you sustain by reason of a Covered Person being prevented from commencing, continuing or completing an assigned duty or role in an "Insured Production". The loss must be caused by or result from a Covered Cause of Loss during the Term of Coverage.

- a. Covered Person, as used in this Coverage, means a person accepted by us for Performers/Cast Coverage and specifically named in an endorsement attached to this policy.
- b. Covered Causes of Loss
Covered Causes of Loss means injury, "Sickness" or death to a Covered Person except those causes of loss listed in the Exclusions.
- c. Term of Coverage
Term of Coverage, as used in this 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.

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.

We will not pay for loss caused by or resulting from any of the following:

- a. Any Covered Person taking part in flying other than as a passenger;
- b. Any Covered Person taking part in any hazardous stunt(s) without our written consent;
- c. The inability of any female to continue her performance because of pregnancy or conditions pertaining to pregnancy;
- d. Any Covered Person over sixty-five years of age unless the person is specifically named in an endorsement attached to this policy;
- e. The following diseases contracted by any Covered Person under nine (9) years of age: mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria;
- f. Physical or mental exhaustion of any Covered Person that is not related to "Sickness" to which this Coverage applies;
- g. Neurotic or psychological disturbance of any Covered Person;
- h. The use of drugs or alcohol by any Covered Person, except when prescribed by a duly licensed physician;
- i. Suicide, attempted suicide or intentional self-injury by any Covered Person;
- j. The inability of any Covered Person to sing due to an impairment of the voice, unless caused by accidental injury, "Sickness" or infection that is verified by a duly licensed physician;
- k. Any dishonest, fraudulent, criminal or malicious act or omission committed by or at the direction of any Covered Person or by or at the direction of any employee or agent of a Covered Person;
- l. Any reservation, exception or restriction we have imposed on a Covered Person, as described in the Medical Examination Condition below, regardless of when the event causing loss occurs.

III. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the Limit of Insurance shown in the Declarations for Performers/Cast Coverage.

IV. DEDUCTIBLE

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 Declarations for Performers/Cast Coverage. We 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 necessary expenses that exceed the amount of expenses you would have incurred if the covered cause of loss had not occurred; and
 - (2) All other necessary expenses that reduce the amount of loss otherwise payable.

However, your loss will not include loss of earnings of profit or the premium paid for this insurance.

- b. We will reduce the amount of your loss to the extent you can resume the "Insured Production" or do not resume the "Insured Production" as quickly as possible.

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

VI. ADDITIONAL CONDITIONS

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

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

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

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

WARRANTY

It is warranted that your failure to comply with any of these conditions will prejudice us and will release us from any claim that involves such failure.

b. **Medical Examination**

- (1) Each Covered Person, must be examined by a duly licensed physician, designated or approved by us, not more than thirty (30) days prior to the date the Covered Person's assigned duties or role in the "Insured Production" are scheduled to commence.

The physician must complete and submit to us a medical questionnaire and certificate, on forms approved by us and signed by the Covered Person.

- (2) Performers/Cast Coverage for the Covered Person will become effective on the date the medical examination is completed, subject to our receipt and approval of the medical questionnaire and certificate.

Based on the medical information submitted to us, we have the right to make any reservation, exception or restriction regarding the insurability of the Covered Person within a reasonable period of time. We will not pay for loss caused by or resulting from any such reservation, exception or restriction.

VII. ADDITIONAL DEFINITION

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

"Sickness" means any illness resulting from any cause other than accidental injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTORS EQUITY MEMBER EXTENSION

This endorsement modifies insurance provided under the following:

**THEATRICAL PRODUCTIONS PORTFOLIO
COVERAGE C. ACTORS EQUITY**

The definition of "Member" in Part V. Additional Definition is replaced by the following:

"Member" means each of the following:

- a. (1) A member of the Actor's Equity Association, and;
(2) Any other individual specified by the Actor's Equity Association
for whom you are obligated by a contract or agreement to provide this Coverage; and
- b. Your permanent employee who is part of the production staff and not a member of the Actor's Equity Association.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFF-BROADWAY AND TOURING ACTORS EQUITY

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTIONS PORTFOLIO COVERAGE C. ACTORS EQUITY

Part III. Limits of Insurance is replaced by 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 Actors Equity coverage.
- b. Subject to a. above, \$6,000 is the most we will pay for loss or damage to the property of any one "Member".
- c. Subject to b. above:
 - (1) \$3,000 is the most we will pay for loss or damage to clothing and personal effects;
 - (2) \$1,500 is the most we will pay for loss or damage to furs, fur garments and garments trimmed with fur; and
 - (3) \$1,500 is the most we will pay for jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals.

These limits apply to any one occurrence, regardless of the types or number of articles that are lost or damaged in that occurrence.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFIT COVERAGE

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTION PORTFOLIO COVERAGE D. EXTRA EXPENSE

1. The following **Coverage Extension** is added to Part I. Coverage;

Profit Coverage

- a. We will pay the actual and necessary loss you sustain as lost Net Profit during the "Period of Restoration" due to the interruption, postponement or cancellation of an "Insured Production". The interruption, postponement or cancellation must be the direct result of direct physical loss of or damage to Covered Property from a Covered Cause of Loss during the Term of Coverage.
- b. For the purposes of this Coverage Extension, Net Profit means Net Income (net profit or loss before income taxes) that would have been earned had there been no direct physical loss or damage to Covered Property.

2. **LIMITS OF INSURANCE**

- a. The most we will pay for loss of Net Profit in any one occurrence is the Limit of Insurance shown in the Schedule of this Endorsement for Profit Coverage.
- b. Subject to a. above, the Limit of Insurance shown in the Schedule of this Endorsement for Weekly Maximum is the most we will pay for loss of Net Profit during any one week.

The limits applicable to this Coverage Extension are in addition to the policy Limits of Insurance.

3. **METHOD OF VALUATION**

The following is added to Part V. Method of Valuation:

- a. When the "Insured Production has been open for four weeks or more before the direct physical loss or damage occurs, the amount of Net Profit during the "Period of Restoration" will be determined based on:
 - (1) The average weekly Net Income of the "Insured Production" during the four week period before the direct physical loss or damage occurs; and
 - (2) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. When the "Insured Production" has been open for less than four weeks before the direct physical loss or damage occurs, the amount of Net Profit during the "Period of Restoration" will be determined based on:
 - (1) The average weekly Net Income of the "Insured Production" during the actual period of time the "Insured Production" has been open before the direct physical loss or damage occurs;
 - (2) The amount of advance ticket sales for cancelled performances up to the date the direct physical loss or damage occurs; and
 - (3) Other relevant sources of information, as described in paragraph 3.a.(2) above.

SCHEDULE

Limits of Insurance: Profit Coverage \$_____ Each Occurrence
 Weekly Maximum \$_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY FAILURE TO SUPPLY COVERAGE

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTIONS PORTFOLIO COVERAGE D. EXTRA EXPENSE

1. The following **Coverage Extension** is added to Part I. Coverage:

Utility Failure to Supply Coverage

- a. We will pay the actual and necessary loss you sustain as Covered Expenses during the "Period of Restoration" due to the interruption, postponement or cancellation of an "Insured Production". But:
- (1) The interruption, postponement or cancellation must be the direct result of a Failure of a Covered Utility at the "Facilities"; and
 - (2) 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.
- b. For the purposes of this Coverage Extension:
- (1) Covered Expenses means the expenses designated in the Schedule below.
 - (2) Failure includes lack of sufficient capacity and reduction in supply.
 - (3) Covered Utility means the utility or utilities designated in the Schedule.
 - (4) Covered Property means property that is necessary to supply the "Facilities" with the applicable utility.
 - (5) Extra Expense, if designated as a Covered 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.

2. **AMENDED EXCLUSION**

Additional Exclusion II.b. does not apply to the extent that it might conflict with this Coverage Extension.

3. **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.

4. **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 larger of the following amounts:

- a. The value of Continuing Expenses for the number of consecutive interrupted, postponed or cancelled performances of the "Insured Production" shown in the Schedule; or
- b. The value of the Deductible amount shown in the Schedule.

SCHEDULE

1. Covered Expenses: Coverage applies only to the expenses indicated by below.
 Extra Expense Only
 Continuing Expenses and Extra Expense
If no entry appears, this Coverage Extension applies to Extra Expense only.
2. Covered Utility(ies): Coverage applies only to the utility(ies) indicated by below.
 Electric Power Only
 Electric Power, Water, Heat (including Steam)
If no entry appears, this Coverage Extension applies to Electric Power only.
3. Limit of Insurance: \$_____ Any one occurrence
4. Deductible:
Performances: _____ Number of consecutive performances, or
Amount: _____ Any one occurrence

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOURING EXTENSION

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTIONS PORTFOLIO

COVERAGE E. CATASTROPHIC CANCELLATION (NAMED PERILS)

Paragraph (2)(a) of Part I Coverage does not apply in the event the "Insured Production" is touring in the covered territory when the "Bodily Injury", "Sickness or Disease", "Permanent Total Disability" or "Death" requires you to return to the point of origin of the "Insured Production" in order to form a replacement Performing Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCOME PROTECTION

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTIONS PORTFOLIO

COVERAGE E. CATASTROPHIC CANCELLATION (NAMED PERILS)

1. Extra Expense, as defined in paragraph a. of Part I. Coverage, is amended to include the following:
Any form of income that must be returned, including admission fees, sponsorship monies, merchandising contract payments, and broadcasting rights payments.
2. The following is added to Part V. Method of Valuation
The amount of your loss of income that must be returned will be determined on a net profit or loss basis (before income tax), less any savings realized due to the interruption, postponement or cancellation of the "Insured Production".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – DEDUCTIBLE AMOUNTS

This endorsement modifies insurance provided under the following:

**THEATRICAL PRODUCTIONS PORTFOLIO
COVERAGE D. EXTRA EXPENSE**

Part IV. Deductible is replaced by the following:

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 larger of the following amounts:

a. The value of Continuing Expenses for either:

(1) The first _____ consecutive interrupted, postponed or cancelled performances of the “Insured Production”, or

(2) The first _____ consecutive days after the “Insured Production” has opened or is scheduled to open at the “Facilities”,

whichever occurs later; or

b. The value of the following deductible amount: \$_____

We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – PERIOD OF RESTORATION

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTIONS PORTFOLIO COVERAGE D. EXTRA EXPENSE

The Additional Definition “Period of Restoration” is replaced by the following:

b. “Period of Restoration”:

- (1) With respect to loss of or damage to “Facilities”, “Period of Restoration” means the period of time that begins with:
 - (a) The date of direct physical loss or damage resulting from any Covered Cause of Loss; or
 - (b) The date the “Insured Production” is scheduled to open at the “Facilities”,whichever is later, and ends on:
 - (a) The date when the “Facilities” should be repaired, rebuilt or replaced with reasonable speed and similar quality and the “Insured Production” is resumed, or
 - (b) _____ weeks after the date the Period of Restoration begins, or
 - (c) The date the “Insured Production” is cancelled,whichever is earliest.
- (2) With respect to loss of or damage to Covered Property other than “Facilities”, “Period of Restoration” means the period of time that begins with the date of direct physical loss or damage resulting from any Covered Cause of Loss, and ends on:
 - (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality and the “Insured Production” is resumed, or
 - (b) _____ weeks from the date the Period of Restoration begins, or
 - (c) The date the “Insured Production” is cancelled,whichever is earliest.

The expiration date of this policy will not cut short the “Period of Restoration.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABANDONMENT

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTIONS PORTFOLIO

COVERAGE E. CATASTROPHIC CANCELLATION (NAMED PERILS)

1. The following is added to Part V. **Method of Valuation:**

Abandonment of an Insured Production

If you abandon an "Insured Production" that has been made substantially valueless solely because one or more covered causes of loss reasonably, practically and necessarily prevents you from completing the "Insured Production", we will pay as loss the following expenses you have incurred for the "Insured Production" that have been rendered substantially valueless:

- a. "Start-Up Costs" approved by us, as stated in the Schedule below; or
- b. "Continuing Expenses" that you are committed to pay under the terms of a written contract or agreement, as stated in the Schedule below.

2. **Method of Valuation**

The following is added to Part V. **Method of Valuation:**

The amount of your abandonment loss will be determined as follows:

- a. The amount of "Continuing Expenses" will be determined on a net profit or loss basis (before income tax).
- b. The amount of "Start-Up Costs" will be determined based on a pro-rata portion of the actual amounts you have paid or are committed to pay. The pro-rata portion, unless otherwise approved by us in writing, will be in the proportion that the number of scheduled performances of the "Insured Production" cancelled because of the abandonment bears to the greater of the following:
 - (1) The total number of performances scheduled; or
 - (2) The total number of performances intended.
- c. We will reduce the amount of your abandonment loss by the amount of any savings realized due to the abandonment of the "Insured Production".

3. **Additional Conditions**

The following is added to Part VI. **Additional Conditions:**

- a. In the event you intend to abandon an "Insured Production", you must make every effort to mitigate "Continuing Expenses" and start-up costs, both before and after the actual abandonment, including every effort to renegotiate any applicable contract or agreement.
- b. Should a covered loss result in abandonment of an "Insured Production", we have the right to require that you surrender all owned or licensed rights, titles and interests in all documents, underlying works, copyrights and all related material of the "Insured Production". If we exercise our right, we are not obligated to pay any loss or damage covered under this policy until you comply with these requirements.

4. **Additional Definitions**

The following are added to Part VII. **Additional Definitions:**

- a. "Continuing Expenses" are reasonably incurred continuing normal operating expenses applicable to the "Insured Production", including continuing regular payroll, advertising expense, office overhead, theatre rental fees (including forfeited fees), transportation expenses, equipment and property rentals, and housing and subsistence costs for authors and staff members during out-of-town tryout periods.

Continuing Expenses do not include any of the following:

- (1) Earnings, profit, bad debts, collection expenses;
 - (2) Royalties, residuals, premiums paid for this insurance, interest on loans, personal or real property taxes;
 - (3) Story, scenario, music rights, sound rights;
 - (4) Administrative costs not directly related to an "Insured Production"; or
 - (5) "Start-Up Costs".
- b. "Start-Up Costs" are all expenses incurred during the two week period prior to opening night of the "Insured Production", including but not limited to set construction, design, rehearsals and advertising.

SCHEDULE

1. Covered "Continuing Expenses": _____
2. Covered "Start-Up Costs": _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED CAUSES OF LOSS

This endorsement modifies insurance provided under the following:

THEATRICAL PRODUCTIONS PORTFOLIO

COVERAGE E. CATASTROPHIC CANCELLATION (NAMED PERILS)

1. The definition of Covered Causes of Loss in Paragraph I.b., is amended to include the following:
 - a. "Death" of a "Lead Actor/Actress" resulting from "Bodily Injury":
 - (1) While participating in a scheduled performance of the "Insured Production" at the "Facilities"; or
 - (2) Within twenty-four (24) hours before the start of a scheduled performance of the "Insured Production" at the "Facilities".
 - b. "Bodily Injury" to a "Lead Actor/Actress" within twenty-four (24) hours before the start of a scheduled performance of the "Insured Production" at the "Facilities".
 - c. "Death" of a member of the audience of an "Insured Production":
 - (1) While attending a scheduled performance at the "Facilities"; or
 - (2) Within twenty-four (24) hours after the conclusion of a scheduled performance attended by that person at the "Facilities".
 - d. The following described Cause(s) of Loss (applicable only when completed with one or more Causes of Loss):

2. These additional Causes of Loss will apply only when the "Death" or "Bodily Injury" directly results in:
 - a. Closure of the "Facilities" due to safety concerns for a period of more than seventy-two (72) hours by action of civil authority or the management of the "Facilities"; and
 - b. The interruption, postponement or cancellation of at least two consecutive performances of the "Insured Production".
3. These additional Causes of Loss do not apply:
 - a. During the final two week period before the "Insured Production" is scheduled to end;
 - b. When the "Facilities" are controlled by any insured under that insured's policy; or
 - c. When the "Insured Production" is unprofitable or experiencing declining audience attendance.
4. Coverage Limitations
The loss you sustain due to the interruption or postponement of an "Insured Production" caused by or resulting from any of these additional Causes of Loss is limited to the Extra Expense you incur during the two week period immediately following the date the "Facilities" are closed. This limitation does not apply if the "Insured Production" is cancelled as a result of the closure.
5. Additional Definitions
For the purposes of these additional Causes of Loss:
 - a. "Facilities" means the theatre building where the "Insured Production" is being performed.
 - b. "Lead Actor/Actress" means a cast member who:
 - (1) Has a primary role in the "Insured Production" that cannot be replaced by any other cast member; and
 - (2) Is shown as the most prominent attraction on advertisements and programs for the "Insured Production".

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCHANGE (SPECIFIC) RATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLANKET ERRORS AND OMISSIONS PRODUCERS LIABILITY
INDIVIDUAL ERRORS AND OMISSIONS PRODUCERS LIABILITY
MPTV PRODUCERS PORTFOLIO
DICE PRODUCERS PORTFOLIO

This endorsement applies to the entire policy unless a Production Number or Title is indicated above.

The rate of exchange, as shown below, applies to all losses, premiums and other expenses applicable to an insured production, regardless of any currency fluctuations subsequently occurring.

Exchange Rate:

_____ per each \$1.00 US

We reserve the right, for claims that we settle directly with third parties to this policy, to adjust the claims at the prevailing exchange rate or the exchange rate used to actually purchase the foreign funds.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCHANGE (WALL STREET) RATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLANKET ERRORS AND OMISSIONS PRODUCERS LIABILITY
INDIVIDUAL ERRORS AND OMISSIONS PRODUCERS LIABILITY
MPTV PRODUCERS PORTFOLIO
DICE PRODUCERS PORTFOLIO

This endorsement applies to the entire policy unless a Production Number or Title is indicated above.

The rate of exchange applied to all losses shall be the rate as shown in the Wall Street Journal as of _____.

We reserve the right, for claims that we settle directly with third parties to this policy, to adjust the claims at the prevailing exchange rate or the exchange rate used to actually purchase the foreign funds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WIND AND WIND-DRIVEN WATER EXCLUSION

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION II. COVERAGE A. PROPS, SETS & WARDROBE

SECTION II. COVERAGE B. EXTRA EXPENSE

SECTION II. COVERAGE D. MISCELLANEOUS EQUIPMENT

This policy does not insure against loss or damage caused directly or indirectly by wind, rain, sleet, snow or hail driven by wind that is a hurricane status or a tropical storm status as determined by:

- a) NOAA/National Weather Service; or
- b) National Centers for Environmental Prediction; or
- c) National Hurricane Center; or
- d) Tropical Prediction Center;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSION

This endorsement modifies insurance provided under the following:

RENTAL HOUSE FLOATER POLICY
OFF TRACK FLOATER POLICY
PERSONAL PROPERTY FLOATER POLICY

Section II – **EXCLUSIONS**, paragraph 6, is amended as follows:

- (6) 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;

The exclusion does not apply when the property is rented or leased to others and a written rental contract is executed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

RENTAL HOUSE FLOATER POLICY
OFF TRACK FLOATER POLICY
PERSONAL PROPERTY FLOATER POLICY

Section II – **EXCLUSIONS**, paragraph 6, is amended as follows:

- (6) Dishonest or criminal acts committed by:
 - (a) You, any of your partners, members, officers, managers, employees, leased employees, directors, trustees or authorized representatives.

POLICY NUMBER:

MPTV PRODUCERS PORTFOLIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – NEGATIVE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

MPTV PRODUCERS PORTFOLIO

SECTION III. COVERAGE A. NEGATIVE FILM

The \$ _____ **Deductible** Each Loss under **Section III – Coverage A – Negative Film**, is applicable to X-Rays only.

SERFF Tracking Number: PERR-125606305 *State:* Arkansas
Filing Company: Employer's Fire Insurance Company *State Tracking Number:* #102453 \$50
Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0005 Other Commercial Inland Marine
Product Name: Entertainment, Leisure and Sports
Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125606305 State: Arkansas
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102453 \$50
Company Tracking Number: OBIC-CIM-ELS-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Entertainment, Leisure and Sports
Project Name/Number: OBIC-CIM-ELS-AR-08-01-F/OBIC-CIM-ELS-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 05/02/2008

Comments:

Attachments:

AR NAIC FFS.pdf
AR NAIC PCTD.pdf

Satisfied -Name: Memo and Letter of Authorization **Review Status:** Approved 05/02/2008

Comments:

Attachments:

Filing Memorandum 2008 _CIM.pdf
OneBeacon authorization letter 2008.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Dice Producers Portfolio Policy Conditions	DI 200 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Coverage A. Props, Sets & Wardrobe	DI 201 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Coverage B. Extra Expense	DI 202 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Coverage C. Third Party Property Damage	DI 203 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Coverage D. Miscellaneous Equipment	DI 204 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Coverage E. Negative Film	DI 205 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Coverage F. Faulty Stock	DI 206 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Coverage G. Performers/Cast Coverage	DI 207 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Declaration Endorsement	DI 300 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Administrative Costs	DI 301 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Final Audit	DI 302 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Insured Production(s)	DI 303 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Library Stock	DI 304 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Library Stock (Regeneration)	DI 305 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
15	Deductible Amendment (Filming Location)	DI 306 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Limitation of Owned Covered Property to Off Premises Coverage	DI 307 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Premium Rate Schedule	DI 308 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Talent and Non-Budgeted Costs	DI 309 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Talent and Non-Budgeted Costs (No Legal Obligation)	DI 310 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Film Print Policy	FPF 200 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Accounts Receivable	IM 201 (05-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Electronic Data Processing	IM 202 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Valuable Papers and Records	IM 203 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Operations Extra Expense Coverage	IM 251 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Third Party Property Damage Coverage	IM 252 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Office Equipment & Furnishings Coverage	IM 253 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Vehicle Physical Damage Coverage	IM 254 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Business Income & Extra Expense Coverage	IM 255 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
29	Civil Authority Extended Coverage (Broad Form)	IM 256 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Business Income Civil Authority Extended Coverage (Named Perils)	IM 257 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Furs, Jewelry, Art & Antiques Coverage	IM 258 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Schedule Property	IM 302 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Earth Movement/Volcanic Eruption/Flood Exclusion	IM 303 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Earthquake and Flood Coverage Amendment	IM 304 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	limited Computer Virus Coverage	IM 306 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Vehicle Physical Damage Coverage for Competition Vehicles	IM 307 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Tenant Users Third Party Property Damage Insurance Program	IM 308 (01-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Tenant Users Third Party Property Damage Insurance Program	IM 309 (01-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Exchange (Specific) Rate Endorsement	IM 310 (01-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	Exchange (Wall Street) Rate Endorsement	IM 311 (01-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	MPTV Producers Portfolio Policy Conditions	MP 200 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	Section I. Cast Coverage	MP 201 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
43	Section II, Coverage A. Props, Sets & Wardrobe	MP 202 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	Section II, Coverage B. Extra Expense	MP 203 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	Section II, Coverage C. Third Party Property Damage	MP 204 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	Section II, Coverage D. Miscellaneous Equipment	MP 205 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	Section III. Coverage A. Negative Film	MP 206 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	Section III. Coverage B. Faulty Stock	MP 207 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	Declaration Endorsement	MP 300 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	Abandonment Loss Limit of Insurance	MP 301 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	Final Audit	MP 302 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	Rating Schedule	MP 303 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	Deductible Amendment (Insurable Production Cost)	MP 304 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	Deductible Amendment (Filming Location)	MP 305 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	Cast Pre-Production Period	MP 306 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56	Combined Deductible	MP 307 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
57	Essential Element	MP 309 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58	Essential Element (Aggregate Losses)	MP 310 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59	Faulty Stock - Broad Form	MP 311 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
60	Stop Date Loss Deductible	MP 312 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
61	Library Stock Coverage	MP 313 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
62	No Claims Bonus	MP 316 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
63	Picture Vehicle Physical Damage	MP 317 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
64	Principal Photography Reinstatement	MP 318 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
65	Cast Pre-Production Period - Amendment	MP 319 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
66	Named Storm Exclusion	MP 320 (0905)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
67	"Earthquake" Deductible	MP 321 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
68	Wind and Wind-Driven Water Exclusion	MP 322 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
69	Erasure Exclusion	MP 324 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
70	Amendment - Term of Coverage	MP 325 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
71	Off Track Floater Policy	OTF 200 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
72	Worldwide Coverage	OTF 301 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
73	Civil Authority Coverage (Broad Form)	PORT 201 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
74	Civil Authority Coverage (Named Perils)	PORT 202 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
75	Resumption of Operations	PORT 203 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
76	Strike Coverage	PORT 204 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
77	Accident Only Coverage	PORT 301 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
78	Full/Limited Cast Coverage	PORT 302 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
79	Animal Coverage (Props, Sets & Wardrobe)	PORT 303 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
80	Animal Coverage (Extra Expense)	PORT 304 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
81	Family Coverage Extension	PORT 305 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
82	Covered Person Extension	PORT 306 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
83	Waterborne Deductible	PORT 307 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
84	Precision Driving Coverage	PORT 308 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
85	Amendment - "Land Vehicle" Deductible	PORT 309 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
86	Threat Coverage Extension	PORT 310 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
87	Kidnap and Extortion Coverage	PORT 311 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
88	Deductible Minimum/Maximum	PORT 312 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
89	Single Occurrence Deductible	PORT 313 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
90	Office Equipment	PORT 314 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
91	Producers Indemnity	PORT 315 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
92	Utility Failure	PORT 316 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
93	Furs, Jewelry Coverage Limit	PORT 317 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
94	Furs, Jewelry, Art & Antiques Coverage	PORT 318 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
95	Civil Authority Coverage Extended Named Perils	PORT 320 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
96	Personal Property Floater Policy	PPF 200 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
97	Rental House Floater Policy	RHF 200 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
98	Rental House Errors & Omissions	RHF 301 (05-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
99	Installation	RHF 302 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
100	Individual Borrower, Renter Or Lessee	RHF 303 (05-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
101	Operators Coverage	RHF 304 (05-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
102	Office Equipment & Furnishings Amended Limits of Insurance and Deductible	RHF 305 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
103	Amendment of Exclusion	RHF 308 (08-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
104	Exclusion Amendment	RHF 309 (08-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
105	Theatrical Productions Portfolio Policy Conditions	TP 200 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
106	Coverage A. Theatrical Personal Property	TP 201 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
107	Coverage B. Third Party Property Damage	TP 202 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
108	Coverage C. Actors Equity	TP 203 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
109	Coverage D. Extra Expense	TP 204 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	OBIC-CIM-ELS-AR-08-01-R (Exempt)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
110	Coverage E. Catastrophic Cancellation (Named Perils)	TP 205 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
111	Coverage F. Performers/Cast Coverage	TP 206 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
112	Actors Equity Member Extension	TP 301 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
113	Off-Broadway and Touring Actors Equity	TP 303 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
114	Profit Coverage	TP 304 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
115	Utility Failure to Supply Coverage	TP 305 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
116	Touring Extension	TP 306 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
117	Income Protection	TP 307 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
118	Amendment - Deductible Amounts	TP 308 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
119	Amendment - Period of Restoration	TP 309 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
120	Abandonment	TP 310 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
121	Additional Covered Causes of Loss	TP 311 (01-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
122	Changes – Negative Deductible	MP 401 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

3. Group Name	Group NAIC #
White Mountain Insurance Group	1129

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Employer's Fire Insurance Company	MA	20648	04-1288420	

5. Company Tracking Number	OBIC-CIM-ELS-AR-08-01-F
-----------------------------------	--------------------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Neresa Torres 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888-201-5123 x 111	310-230-8529	doi@perrknight.com

7. Signature of authorized filer	<i>Neresa Torres</i>
8. Please print name of authorized filer	Neresa Torres

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	9.0000 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	9.0005 Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Entertainment, Leisure and Sports Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: May 16, 2008 Renewal: N/A
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	Insurance Services Office Inc. (ISO)
17. Reference Organization # & Title	All currently approved forms
18. Company's Date of Filing	April 15, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	OBIC-CIM-ELS-AR-08-01-F
------------	--	--------------------------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. In addition to the company's independent forms, they are also adopting currently approved ISO forms. Please see actuarial memorandum for further details.

The Company respectfully requests that the proposed forms be implemented for all policies effective May 16, 2008 upon earliest possible date of acknowledgment or approval.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: **** NO FILING FEE REQUIRED ****
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Filing Memorandum

Entertainment, Leisure and Sports Program

Commercial Inland Marine Line of Business

The Entertainment, Leisure and Sports Program is a new program to OneBeacon Insurance Group. The underwriting, forms, rates and rules are tailored to the Entertainment Business.

The filed Manual comprises a simple method for developing a premium that is rate level adequate, non-excessive and non-discriminatory. The rates/rules are drawn from that of competitors. We forecast similar expense loads and have similar profitability assumptions and therefore follow their rates very closely. We are using the latest Insurance Services Office (ISO) Commercial Inland Marine forms approved in your state for this program and we are also filing independent forms that are designed to meet the specialized coverage needs of the entertainment industry.

Policies underwritten within this program will be subject to the rates and rules in the filed Program Rate Manual. Our rates and underwriting considerations offer an admitted market at costs more reasonable than would be incurred by the policyholder if the only alternative was to secure coverage in the surplus lines marketplace.

Incidental exposures, not unique to Entertainment, Leisure and Sports, will be rated in accordance with the ISO loss costs as filed by ISO and adopted for use by OneBeacon. For use in this Entertainment Program, we propose to adopt the latest filed Commercial Inland Marine Loss Cost Multipliers (LCM) previously filed and approved for our @vantage product. Those LCM's are shown on the attached LCM page for this Program.



February 13, 2008

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of the following companies, members of the OneBeacon Insurance Group:

OneBeacon Insurance Company	NAIC Number 1129-21970; FEIN 23-1502700
OneBeacon America Insurance Company	NAIC Number 1129-20621; FEIN 04-2475442
OneBeacon Midwest Insurance Company	NAIC Number 1129-42650; FEIN 04-3131487
Employers' Fire Insurance Company	NAIC Number 1129-20648; FEIN 04-1288420
Camden Fire Insurance Association	NAIC Number 1129-21946; FEIN 21-0418860
Atlantic Specialty Insurance Company	NAIC Number 1129-27154; FEIN 13-3362309
York Insurance Company	NAIC Number 1129-31267; FEIN 01-0286287

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339 x120
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in black ink that reads "Cheryl R. Turner". The signature is written in a cursive style and is positioned to the left of a vertical line.

Cheryl Turner
AVP
Phone: (781) 332-7202
e-mail: CTurner@onebeacon.com