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## Beazley Claims Service

Delivering great claims service is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit [www.beazley.com](http://www.beazley.com) to read more about our Claims Service Standards under Our Approach to Claims.

The **insurance company** agrees with the **named insured**, in consideration of the payment of, or agreement to pay, the premium and subject to all the provisions of this Policy:

## About This Insurance

Each insured Section sets out the scope of the main coverages and the circumstances in which the **insurance company's** liability to the **named insured** is limited or may be excluded. Further, each Section sets out other terms and conditions relevant to that Section. The coverage provided by each Section is only operative if shown as insured in the Declarations. Where any heading or sub-heading in the Declarations states 'not applicable' or 'not insured' then no coverage applies for that item.

Additional clauses set out terms, conditions, exclusions or limitations that may apply to more than one insured Section.

The following general terms and conditions apply to all Sections and endorsements:

- Limit of Liability;
- Deductible;
- Conditions Precedent;
- General Exclusions;
- Claim Requirements and Information;
- General Conditions; and
- Definitions.

Coverage under each insured Section of this Policy shall commence on the inception date of this Policy as shown in the Declarations and shall continue until the expiration of the **policy period** except with respect to 'Production and Campaign Interruption Section', 'Media Section', 'Property Section' and 'Property of Others Section', which are as follows:

1. Under the 'Production and Campaign Interruption Section', coverage shall continue for a period of twelve (12) months following completion of post-production of a **production** irrespective of the expiration date of the **policy period**.
2. Under the 'Media Section' coverage shall continue until:
  - (a) the date on which a **protection material** has been made; or
  - (b) the date being thirty (30) days after date on which post-production is completed during which a **protection material** is to have been made; or
  - (c) the expiration of the **policy period**;

whichever occurs first.
3. Under the 'Property Section' for Insuring Agreement items 1 to 4, and under the 'Property of Others Section', coverage shall continue until the expiration of the **policy period**; but for **property** for which the **named insured** is legally responsible and if agreed by the **insurance company**, coverage shall continue until the date on which post-production is completed irrespective of whether that date occurs after the expiration of the **policy period**.

However, with respect only to Insuring Agreement item 5 under the 'Property Section', coverage shall commence on the date during the **policy period** that the **library stock** first becomes the **named insured's** legal responsibility for a **production** and shall continue, for such **production**, for a period of twenty-four (24) months following the date on which post production is completed, irrespective of whether that date occurs after the expiration of the **policy period**.

## Limit of Liability

The Limit of Liability for each Coverage Section (and Sub-Limit of Liability for any coverage within each Section) under this Policy, is specified in the Declarations and is the maximum amount payable by the **insurance company** for all loss or **claim** arising from any one **event** in connection with a **production**.

Where any Sub-Limit of Liability is specified in this Policy or the Declarations, the **insurance company** will have no liability in excess of such Sub-Limit of Liability. Any Sub-Limit of Liability will be part of, and not in addition to, the Limit of Liability.

Any **claim expenses** incurred to defend any **claim** under the 'Property of Others Section' and the 'Commercial General Liability Section' will be payable as part of, and not in addition to, the respective Limit of Liability specified in the Declarations.

The **insurance company** will not be obligated to pay any **claim**, or to defend any **claim**, after the Limit of Liability has been exhausted, or after deposit of the amount of the Limit of Liability in a court of competent jurisdiction.

With respect only to the 'Commercial General Liability Section':

### 1. General Liability

The General Liability Limit of Liability stated in the Declarations is the maximum limit of the **insurance company's** liability for all **damages** and **claim expenses** for **personal injury**, **damage to property** and **advertising liability** arising out of an **accident** happening during the **policy period** and in connection with the **production**.

The combined General Liability Aggregate Limit stated in the Declarations is the combined total limit of the **insurance company's** liability for all **damages** and **claim expenses** payable as a result of all **claims** for **personal injury**, **damage to property** and **advertising liability** in respect of all **accidents** and/or offenses.

### 2. Products/Completed Operations Liability

The Products/Completed Operations Liability Aggregate Limit is the most the **insurance company** will pay because of **personal injury** and **damage to property** included in the **products/completed operations hazard**.

The Products/Completed Operations Liability Aggregate Limit is subject to the **aggregate** limit for General Liability coverage stated in the Declarations and to any lesser **aggregate** limit for all **accidents** or **claims** falling within the **products/completed operations hazard** shown in the Declarations for each **accident** happening during the **policy period** and in connection with the **production**.

### 3. Damage to Rented Premises

The Damage to Rented Premises Limit of Liability stated in the Declarations is the maximum limit of **insurance company's** liability for **damage** resulting from any **accident** happening during the **policy period** and in connection with the **production**.

#### 4. Medical Payments

The Medical Payments Limit of Liability stated in the Declarations is the maximum limit of **insurance company's** liability for **medical payments** relating to or arising out of **personal injury** to any one person.

#### 5. General Aggregate Limit

The General Aggregate Limit of Liability stated in the Declarations is the maximum General Aggregate Limit that the **insurance company** will pay for the sum of **medical payments** under Coverage 4. 'Medical Payments', **damages** and **claim expenses** under Coverage 1. 'General Liability', **damages** and **claim expenses** under Coverage 2. 'Products/Completed Operations Liability', and **damages** and **claim expenses** under Coverage 3. 'Damage to Rented Premises' from any **accident** happening during the **policy period** and in connection with the **production**.

## Deductible

The applicable **deductible** for each Coverage Section under this Policy is specified in the Declarations and the **insurance company** will be liable only for loss arising from any one **event** or **accident** in connection with a **production** that is in excess of that amount.

Where any loss arising from any one **event** in connection with a **production** involves more than one **deductible**, the single largest applicable **deductible** will apply to all loss resulting from that **event** or **accident**.

The **deductible** under the 'Property of Others Section' and 'Commercial General Liability Section' will be satisfied by monetary payments by the **named insured** of any loss which is otherwise insured by this Policy.

## Conditions Precedent

The **insurance company** shall not be liable to pay any loss under this Policy unless the **named insured** complies with the following conditions precedent.

The **named insured** has:

1. accurately declared all material facts that would be likely to influence the **insurance company** in determining:
  - (a) whether or not to accept the risk or any subsequent amendment; and/or
  - (b) the premium, the terms, conditions, exclusions and limitations, having diligently made all necessary inquiries to establish those facts.
2. no knowledge at inception of the Policy of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Policy;
3. paid the premium due in accordance with terms set out in the Declarations; and
4. declared that all information contained in the completed **application** and/or supplied to support such **application** or other **application** for this Policy is in all respects true and complete and unchanged at the inception of this Policy. Further the **named insured** agrees that in deciding to

accept this insurance, and in setting the terms and premium, the **insurance company** has relied on the information given by the **named insured**.

## Production and Campaign Interruption Section

### Insuring Agreement

The **insurance company** will pay for the amount of loss sustained by the **named insured** resulting directly and solely from the cancellation, abandonment, disruption or rescheduling of a **production** and/or **campaign**, as a direct and sole result of:

1. Death, accident or illness of an **insured person**;
2. **Disgrace** of an **insured person**;
3. Non-appearance of a product or prop for which the **named insured** is responsible;
4. The use of animal(s), including but not limited to, injury, sickness or death of animal(s);
5. Verifiable breakdown, short circuit or other electrical damage, disturbance or malfunction, whether due to external or internal causes, of vehicles, aircraft, watercraft or props; or
6. Any other cause(s) beyond the **named insured's** control and not otherwise excluded by this Policy.

Subject always to the **aggregate** Limit of Liability per **production**, as stated in the Declarations and provided always that the **named insured** has:

- (a) allowed for a reasonable margin for delay (as defined by industry practices) between completion of the **production** and any schedule deadlines, delivery dates, release duties, air dates or any other completion date; and
- (b) the circumstances giving rise to a loss first occurs during the **policy period** stated in the Declarations.

### Loss Basis of Settlement

1. The term "loss" as used in this Section means the additional **production costs**, **ancillary costs** and **media costs** necessarily incurred by the **named insured** in completing a **production** or during its **campaign period** that would not have been incurred, but for the happening of any one or more of the **events** specified under the Insuring Agreement but not including any additional **production costs** arising out of any obligation or requirement of the **named insured** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a loss otherwise covered under this Policy.
2. If one or more of the **events** specified under the Insuring Agreement reasonably, practically and necessarily prevents the completion of **principal photography** irrespective of any completion or delivery date requirements and if agreed by the **insurance company**, the **named insured** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.

However, no claim for abandonment of the **production** will be covered if such abandonment is the result of the **named insured's** failure to meet any **deadlines** that did not allow a reasonable margin for safety between completion of the **production** and any **deadlines**, provided always that the need to incur an abandonment claim is the result of a loss otherwise covered under the 'Production and Campaign Interruption Section' of this Policy.

3. Before payment of an abandonment loss, the **named insured** must surrender, assign and transfer to the **insurance company** or its nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production**.

4. In the event of a loss under this Section of the Policy, the maximum amount payable by the **insurance company** for **media costs** will not exceed the amount payable for **production costs** unless previously notified to, and agreed by, the **insurance company**.

*Loss Procedure Notice of Incapacity and Right of Medical Examination*

Immediately after the **named insured** is made aware of an **insured person** being unable to start or continue their duties as a result of which a **claim** might arise, the **named insured** will notify the **insurance company** and also obtain and send to the **insurance company** the certificate of a licensed doctor which details fully the circumstances in which the incapacity arises. The **named insured** shall also ensure and preserve the **insurance company's** continuing right of examination at all reasonable times by the **insurance company's** own appointed licensed doctor of any **insured person** whose incapacity may lead to a **claim**.

The **named insured** agrees that if the failure to comply with any of these conditions prejudices the **insurance company**, the **insurance company** will not provide coverage for that **insured person** under this Section.

*Exclusions applicable to the 'Production and Campaign Interruption Section'*

In addition to the General Exclusions, the **insurance company** will not cover loss under this Section directly or indirectly caused by or resulting from:

1. any **insured person** taking part in any hazardous activity, stunt or special effect unless agreed in writing in advance by the **insurance company**;
2. non-appearance of any **insured person** aged four (4) years and under or aged eighty (80) years and over, at the time of loss, unless there is an understudy in place who is in good health and able to undertake their intended role in the **production**;
3. any health impairment or condition that may affect an **insured person's** ability to complete a production if the **named insured** is aware of such impairment or condition prior to, or at the time of, contracting that **insured person**;
4. mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria, unless vaccinated prior to the loss for the condition resulting in the loss, in respect of all **insured persons** aged seven (7) years and under at the time of loss;
5. cancellation, abandonment, disruption or rescheduling of outdoor filming due to weather conditions unless such conditions:
  - (a) prevent or delay any property or personnel from reaching or departing the **production**; or
  - (b) result in damage to property necessary to the **production**; or
  - (c) give rise to an **imminent cause of loss**;
6. loss or damage to materials covered under any other Section of this Policy;
7. any error or omission for which indemnity would usually be provided under a professional indemnity or errors and omissions insurance policy;
8. the refusal to transmit or broadcast a **production** due to the unsuitable nature of the material or because the **production** is found to be against public taste or decency which provokes insult or shock in the community; provided, however, that this exclusion does not apply to a refusal that is required due to legislation or government order;
9. any use of animal(s), where a satisfactory health certificate has not been obtained from a veterinary surgeon less than seven (7) days prior to their scheduled appearance in the **production**

or where a substitute is not available on set, unless agreed in writing in advance by the **insurance company**;

10. non-performance of animal(s);
11. the failure of any special effect to fulfill its intended function or create the desired effect;
12. wear and tear; any quality in **property** that causes it to damage or destroy itself; hidden or latent defect; deterioration; depreciation; insects; vermin, or rodents; corrosion, rust, dampness.

However, for mechanical or structural defect or breakdown this exclusion will not apply for the **property** for which the **named insured** is legally responsible provided it has been fully tested beyond the experimental stage and proven to be in sound working condition for its intended use in the **production** before being used keeping to the highest industry practice;

13. the quality or content of any part of the **production** or any aspect of the **production** of any type;
14. any work, process, experimentation, tests, repairing, restoration, conversion, or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by the **named insured** or on the behalf or direction of the **named insured**, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
15. accident or illness of any **voice-over celebrity** after they have completed their respective duties or performances in a **production**;
16. death, accident or illness of any **on-screen celebrity** after they have completed their respective duties or performances in a **production**;
17. **disgrace** of any **voice-over celebrity** where the **campaign period** exceeds three (3) months;
18. **disgrace** of any **on-screen celebrity**.



## Media Section

### Insuring Agreement

The **insurance company** will pay for the amount of loss sustained by the **named insured** arising from **damage to media** from any external cause and for:

1. faulty **media**;
2. faulty cameras or recording equipment;
3. faulty developing, editing or processing including where arising from faulty computer software programs;
4. accidental corruption of the images and sound data held on **digital media**;
5. accidental erasure of recordings from **media**; or
6. accidental exposure to light of raw or exposed film

except as excluded below and occurring during the **policy period** for **media** used or intended to be used for recording and storing images or sounds necessary to the intended release of a **production**.

### Property Not Insured

The **insurance company** will not pay the **named insured** for:

1. damage of the equipment including **digital media** (whether fixed or unfixed within the equipment) used to record, work on or play the **media**;
2. loss arising out of or in connection with **media** containing unused or excess footage, back up material or cut outs;
3. loss arising out of or in connection with archive or library material.

### Loss Basis of Settlement

1. The term "loss" as used in this Section means the additional **production costs** necessarily incurred by the **named insured** in completing a **production** that would not have been incurred, but for the happening of any one or more of the **events** specified under the Insuring Agreement but not including any additional **production costs** arising out of any obligation or requirement of the **named insured** to meet any **deadlines** whether or not the additional **production costs** occur in conjunction with a loss otherwise covered under this Policy.
2. If one or more of the **events** specified under the Insuring Agreement reasonably, practically and necessarily prevents the completion of **principal photography** irrespective of any completion or delivery date requirements and if agreed by the **insurance company**, the **named insured** will have the option to abandon the **production** and claim under this Section for the **production costs** that have actually been incurred and rendered entirely valueless.
3. Before payment of an abandonment loss, the **named insured** must surrender, assign and transfer to the **insurance company** or its nominees all rights, title and interest in all underlying works, as well as **media** and all related material of the **production** but this shall not apply to any sequel or prequel or any attendant merchandising rights associated with the sequel or prequel.
4. Loss to videotape stock, raw film stock or blank media shall mean only the actual cost to replace the lost or damaged videotape stock, raw film stock or blank media with stock of like kind and quality.

Exclusions applicable to the 'Media Section'

In addition to the General Exclusions, the **insurance company** will not cover loss under this Section directly or indirectly caused by or resulting from:

1. deterioration, condensation, atmospheric dampness or changes in weather conditions, exposure to sudden changes in temperature or extreme temperatures unless due to a peril otherwise insured and outside of the **named insured's** control;
2. faulty manipulation of the filming or recording equipment or computer software (but this exclusion shall not apply to item 5 under the Insuring Agreement), non-compliance with the instructions or specifications of the **media** or equipment or with the accepted standards of industry practice;
3. delay in delivery of **media**;
4. x-rays, x-ray systems or fluoroscopic inspection devices but this exclusion shall not apply providing all precautions have been taken and the exposed or unexposed negative is properly identified as such and all unprocessed negative is carried as hand luggage and accompanied at all times. This exclusion shall not apply in respect of **digital media**.

Conditions

Insurance under this Section will apply provided that:

1. cameras, lenses and related equipment has been tested and proved to be in sound working condition for the purpose for which they are intended to be used at the start of filming or recording of the **production** keeping to the highest standards of industry practice;
2. **digital media** is:
  - (a) adequately checked for acceptability on a monitor at least daily;
  - (b) securely backed up; and
  - (c) duplicated and securely stored at a separate location from the original on a daily basis unless agreed otherwise by the **insurance company**;
3. **media** is kept by the **named insured** in a satisfactory condition and fit for its purpose until completion of the **protection material**, which is then securely stored off site. **Damage** to any **media** for which a satisfactory **protection material** exists shall not result in a loss under this Policy unless the corresponding **protection material** is also **damaged**; and
4. unprocessed negative films will not be accumulated by the **named insured** for shipment or processing for more than a period of three (3) shooting days or five (5) consecutive days whichever period expires first.

unless agreed otherwise by the **insurance company**.

In any claim, action, suit or other proceeding to enforce a **claim** for loss under this Section, the burden of proving that the loss does not arise in circumstances which fall within the requirements of these conditions and is not a result of the non-compliance with these conditions, shall be solely upon the **named insured**.

Extension

The **insurance company** will pay the following if shown as being insured in the Declarations. The limit of liability for this extension is not in addition to the 'Media Section' limit of liability stated in the Declarations in connection with any **production**. If no limit of liability is shown in the Declarations for this Extension, then there will be no coverage provided in respect of that Extension.

1. **Operator Error**

If stated in the Declarations, the **insurance company** will pay for loss sustained by the **named insured** resulting solely and directly from operator error during **principal photography**, and for the purposes of this extension, Exclusion 2 of this Section shall not apply.

The limit of liability for loss covered by this extension shall not exceed the amount stated in the Declarations, and the **insurance company** shall only be liable to pay the amount in excess of the **deductible**.

## Property Section

### Insuring Agreement

The **insurance company** will pay for the amount of loss sustained by the **named insured** of the following **property** owned by the **named insured** or **property** of others for which the **named insured** is legally responsible to insure:

1. **props, sets and wardrobe;**
2. **equipment;**
3. **office contents;**
4. **computer and telecommunication equipment;**
5. **library stock**

which is **damaged** by an event not excluded under this Section, occurring during the **policy period** and within the **geographical limits**.

### Loss of Use and Continuing Hire Charges

The **insurance company** will also pay all sums which the **named insured** becomes legally liable to pay as **compensation** for the amount of related continuing hire charges as a result of **damage** to **props, sets and wardrobe** and **equipment** used or to be used in a **production**.

### Basis of Settlement

In the event of **damage** to **property** covered under items 1 to 4 of this Section's Insuring Agreement, the **property** will be valued at the cost to repair or replace without deduction for wear and tear and gradual deterioration, to a condition equal to, but not better or more extensive than its condition when new, provided that the **property** is actually repaired or replaced by the **named insured** within a reasonable period of time following the insured **event**.

The payment will not exceed the amount actually spent to repair or replace the **property** for the same occupancy, use or, in the event of repair only, the amount which would have been payable had the **property** been entirely destroyed.

If not repaired or replaced, the **property** will be valued at its **actual cash value** on the date of the insured event. If the **property** is the **property** of others, hired to the **named insured** under a written contract or agreement, and the **property** is not repaired or replaced, it will be valued at the contractual value as specified.

In the event of **damage** to **property** covered under item 5 of this Section's Insuring Agreement, the **insurance company** will pay for the recopying expenses incurred in the reproduction and replacement of **library stock**. If **library stock** cannot be replaced with other similar kind or quality, no payment shall be made under this insurance.

Exclusions applicable to the 'Property Section'

In addition to the General Exclusions, the **insurance company** will not cover loss under this Section directly or indirectly caused by or resulting from:

1. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere extremes or change of temperatures, shrinkage, evaporation, loss of weight, rust, contamination or leakage of contents unless caused by a peril not otherwise excluded;
2. damage to **property** sustained while the **property** is being actually worked upon and directly resulting therefrom or damage to any **property** undergoing construction, alteration, repair or testing unless accidental fire or explosion ensues and then only for the damage caused to insured **property** by the ensuing fire or explosion;
3. loss, distortion, corruption or erasure of **programs** and **electronic data, reinstatement of programs** and **reinstatement of electronic data**, or the value to the **named insured** of the **electronic data** and **programs**;
4. shortage of inventory or any unexplained loss or mysterious disappearance;
5. damage to **property** stored in the open damaged by rain, sleet, snow or hail whether driven by wind or not, unless the **property** was built or designed to be stored in the open;
6. aircraft (including gliders and hang-gliders but not including **unmanned aerial systems**), watercraft (replacement value of which is in excess of USD 15,000 any one craft and USD 50,000 in the **aggregate**), railroad cars or equipment, except:
  - (a) while being used as part of a theatrical set and not in motion; or
  - (b) while in transit to and from a set and not being self-propelled;
7. motorcycles, motor vehicles or other motorized conveyances, and any equipment or other items of personal property attached to or contained within such vehicles, while involved in racing, chase scenes, **precision driving** or stunts, unless declared to the **insurance company** and endorsed to this Policy;
8. damage to any item of **computer and telecommunication equipment** due to its own breakdown or derangement unless the item is at the time of the **damage** the subject of a maintenance, rental hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance at inclusive cost;
9. damage recoverable under any guarantee or maintenance rental hire or lease agreement;
10. damage to the **computer and telecommunication equipment** caused by or attributable to defective packing or incorrect or insufficient addressing;
11. damage caused by error in machine programming or instructions to the machine;
12. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within **property** or facilities used by the **named insured** in connection with a **production**, unless fire ensues and then only for the **damage** caused to insured **property** by the ensuing fire.

### Extensions

The **insurance company** will pay the following if shown as being insured in the Declarations. The limit of liability for these extensions is not in addition to the 'Property Section' limit of liability stated in the Declarations in connection with any **production**. If no limit of liability is shown in the Declarations for an Extension, then there will be no coverage provided in respect of that Extension.

#### 1. **Jewelry, Art and Antiques**

If a limit of liability is shown in the Declarations, the **insurance company** will pay for the amount of loss sustained by the **named insured** for the following **props, sets and wardrobe property** which the **named insured** is legally responsible to insure, for an amount not exceeding that limit of liability:

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

The limit of insurance applies to any one **event**, regardless of the types or number of articles that are lost or **damaged** in that **event**.

#### 2. **Props, Sets and Wardrobe Storage**

If a limit of liability is shown in the Declarations, the **insurance company** will pay for an amount not exceeding that limit of liability, for the amount of loss sustained by the **named insured** in respect to the **props, sets and wardrobe** in storage between **productions**, for material **damage** and any ongoing continuing hire charges, with coverage being subject to the **insurance company's** review and acceptance of storage location and security, unless this is waived in writing by the **insurance company** to the **named insured**.

#### 3. **Animal Mortality**

The **insurance company** will pay for specified animals as declared to the **insurance company** for accidental death only occurring while the animals are in the custody or control of the **named insured** and while the animals are being used in connection with a **production**. The **insurance company** will not pay for death of any animal which results from sickness, disease or natural causes.

The **insurance company** will pay for vets' fees necessarily incurred by the **named insured** with the intention of preventing accidental death up to the limit of liability stated in the Declarations.

The **insurance company's** limit of liability for the loss covered by this extension shall not exceed the amount stated above for any one **event** giving rise to loss in connection with any **production** and the **insurance company** shall only be liable to pay the amount in excess of the **deductible**.

## Property of Others Section

### Insuring Agreement

The **insurance company** will pay on the **named insured's** behalf for the amount of loss which the **named insured** becomes legally liable to pay as **compensation** arising out of **damage**, occurring during the **policy period**, to **property** owned by others, while the **property** is in the care, custody or control of the **named insured** and is used or to be used in connection with a **production**.

### Exclusions applicable to the 'Property of Others Section'

In addition to the General Exclusions, the **insurance company** will not pay the **named insured** for legal liability to pay **compensation** for:

1. damage resulting from the ownership, operation or use of motor vehicles (personal or commercial), aircraft, watercraft or railroad cars or equipment;
2. damage to **property** which could be covered under any other Section;
3. damage to archive material and library footage;
4. damage to **premises** (including buildings) including loss of use, rented to or leased by the **named insured** for any purpose other than location filming in connection with a **production** except that this exclusion shall not apply to **premises** and **property** used as living quarters for the **named insured's** cast and crew;
5. damage arising out of shortage of inventory, theft, unexplained loss or mysterious disappearance;
6. injury or damage to any animal;
7. damage to gardens or plant life.

### Defense Supplementary Payments

Under this Section, the **insurance company** may:

1. defend any suit against the **named insured** for **compensation** which is payable under the terms of this Insuring Agreement even if any of the allegations of the suit are groundless, false or fraudulent but only for amounts that are excess of the applicable **deductible**;
2. pay within the applicable limit of liability:
  - (a) all expenses that the **insurance company** incurs and all costs taxed against the **named insured** in any such suit and all interest on the entire amount of any judgement which accrues after entry of the judgement and before the **insurance company** has paid, tendered or deposited in court that part of the judgement;
  - (b) premiums on appeal, bonds required in such suit and premiums on bonds to release attachments but without any obligation to apply for or furnish any such bonds; or
  - (c) all reasonable expenses other than loss of earnings incurred by the **named insured** at the **insurance company's** request.

## Money Section

### Insuring Agreement

The **insurance company** will pay the **named insured** for the amount of **damage** to:

1. **money**;
2. any cash carrying case or bag following theft of **money** or any attempted theft;
3. any safe, strongroom or franking machine following theft of **money** or any attempted theft; and
4. clothing and personal effects belonging to the **named insured** or to any of the **named insured's** directors, partners or **employees** following theft of **money** or any attempted theft

that occurs during the **policy period**.

### Conditions

The **named insured** will comply with the following:

1. keep a record of **money** and keep it in a secure place other than in the safe(s) or strongroom(s) containing the **money**;
2. outside **business hours**, the safe(s) or strongroom(s) will be locked and the keys will not be left on the **premises** or **film site** unless the **premises** or **film site** is occupied by the **named insured** or an authorized **employee**, in which case the keys will be deposited in a secure place not in the vicinity of the safe(s) or strongroom(s);
3. maintain the following minimum standards of precaution for the safety of **money** at all times;
  - (a) vary the times of repetitive transit routes and conveyances used as much as possible; and
  - (b) all people engaged in the carrying of **money** will be able-bodied adults.

### Exclusions applicable to the 'Money Section'

In addition to the General Exclusions, the **insurance company** will not cover:

1. shortages due to clerical or accounting errors;
2. loss due to the fraud or dishonesty of any of the **named insured's** directors, partners or **employees** more specifically insured by any other policy or policies except for any excess beyond the amount payable under the other policy or policies;
3. loss of **money** from vending machines, gaming machines or automated money operated machinery;
4. loss resulting directly or indirectly from forgery, fraudulent, alteration or substitution or fraudulent use of a computer or electronic transfer;
5. loss arising from depreciation in value or due to dishonored checks;
6. loss suffered as the result of a **business** transaction;
7. **money** left in unattended vehicles.



## Terrorism Section

The **insurance company** will pay the following if shown as being insured in the Declarations. The limit of liability for this Section is not in addition to the Limit of Liability for each Coverage Section stated in the Declarations in connection with any **production**. If no limit of liability is shown in the Declarations for this section, then there will be no coverage provided in respect of this Section.

### Part 1 - Act of Terrorism

#### Insuring Agreement

The **insurance company** will pay to the **named insured**, or to others on the **named insured's** behalf, the amount of loss for **damage**, additional **production costs** and business interruption costs, as otherwise insured under the 'Production and Campaign Interruption Section', 'Media Section', 'Property Section' and/or 'Property of Others Section' arising directly from:

1. **insured persons** being necessarily prevented by their death or bodily injury from commencing, continuing or completing their respective duties or performances in a **production**; or
2. **property** of the type insured, owned by the **named insured** or for which the **named insured** is legally responsible;

caused by **damage** due to an **act of terrorism** which occurs during the **policy period** anywhere in the **geographical limits**.

The **insurance company's** liability shall not exceed the limit of liability applying to each Section.

#### Conditions applicable to Part 1

1. In any action, suit or other proceedings where the **insurance company** alleges that any loss or **damage** resulting from **damage** is not covered by Part 1 of this Section the **named insured** shall have the burden of proving that such loss or **damage** is covered.
2. The coverage provided by Part 1 of this Section is not subject to the Exclusion of **act of terrorism** within the General Exclusions.
3. The coverage provided by Part 1 of this Section is subject to all the terms and conditions of the relevant Sections of this Policy to which the coverage under this Part 1 of the Section applies, and to this Policy generally, (and which shall include but not be limited to the application of any applicable **deductible** stated) except as expressly varied.

#### Exclusions applicable to Part 1 of the 'Terrorism Section'

The **insurance company** will not cover:

1. loss or damage directly or indirectly caused, occasioned by, happening through or in consequence of **riot, civil commotion**, war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. any loss or damage whatsoever directly or indirectly caused, contributed to, arising from, occasioned by or resulting from fear or threat of an **act of terrorism** (whether actual or perceived).

## Part 2 – Non-Damage Terrorism or Threat of Terrorism

### Insuring Agreement

The **insurance company** will pay the **named insured** for additional **production costs**, as otherwise insured under the 'Cast Section' and 'Extra Expense Section' arising directly from:

1. an **act of terrorism** occurring during the **policy period** anywhere in the **geographical limits** which does not result in, or cause, injury to **insured persons** or **damage to property**; or
2. the threat of an **act of terrorism** which is made during the **policy period** anywhere in the world provided that:
  - (a) such threat of an **act of terrorism** is confirmed by local or national governmental authorities (including any police force); and
  - (b) such threat of an **act(s) of terrorism** must have posed a real risk of **damage to property** and/or actual bodily injury had the **production** proceeded whether or not such threat of an **act of terrorism** is subsequently established to have been real or hoax.

The **insurance company's** liability shall not exceed the limit of liability applying to each Section.

### Conditions applicable to Part 2

1. In any action, suit or other proceedings where the **insurance company** alleges that any loss is not covered by Part 2 of this Section the **named insured** shall have the burden of proving that such loss is covered.
2. The coverage provided by Part 2 of this Section is not subject to the Exclusion of an **act of terrorism** or threat of an **act of terrorism** within the General Exclusions.
3. The coverage provided by Part 2 of this Section is subject to all the terms, conditions and exclusions of the Advertising Agents Section, and of this Policy generally, (and which shall include but not be limited to the application of any applicable **deductible** stated) except as expressly varied.

### Exclusion applicable to Part 2 of the 'Terrorism Section'

The **insurance company** will not cover any loss whatsoever directly or indirectly caused by, contributed to, arising from, occasioned by or resulting from fear of an **act of terrorism**.

## Commercial General Liability Section

### Insuring Agreement

#### 1. General Liability

The **insurance company** will pay on the **insured's** behalf for the legal liability for **damages** and **claim expenses**, in excess of the **deductible**, which the **insured** shall become obligated to pay for **personal injury**, **damage to property** or **advertising liability** caused by an **accident** happening during the **policy period** and in connection with those **productions** listed in the Declarations or endorsed hereon.

#### 2. Products/Completed Operations Liability

The **insurance company** will pay on the **insured's** behalf for the legal liability for **damages** and **claim expenses**, in excess of the **deductible**, which the **insured** shall be become obligated to pay for **personal injury** or **damage to property** caused by an **accident** included within the **products/completed operations liability hazard**, happening during the **policy period** and in connection with those **productions** listed in the Declarations or endorsed hereon.

#### 3. Damage to Rented Premises

The **insurance company** will pay on the **insured's** behalf for the legal liability for **damages** and **claim expenses**, in excess of the **deductible**, which the **insured** shall become obligated to pay for **damage to property** at the **premises**, including the contents of such **premises**, while rented to the **named insured**, or temporarily occupied by the **named insured** with permission of the owner, caused by an **accident** happening during the **policy period** and in connection with those **productions** listed in the Declarations or endorsed hereon.

This Damage to Rented Premises coverage is subject to the applicable Sub-Limit of Liability specified in the Declarations attached to this Policy. Under no circumstances will this coverage be extended to cover First Party damage to **property** or damage to personal **property**.

#### 4. Medical Payments

The **insurance company** will pay medical expenses, in excess of the **deductible**, as described below for **bodily injury** caused by an **accident** in connection with those **productions** listed in the Declarations or endorsed:

- (a) on **premises** the **named insured** owns or rents;
- (b) on ways next to the **premises** the **named insured** owns or rents; or
- (c) because of the **named insured's** operations;

Provided that:

- (i) the **accident** takes place within the **geographical limits** and during the **policy period**;
- (ii) the **accident** is reported to the **insurance company** during the **policy period**;
- (iii) the expenses are incurred and reported to the **insurance company** within one year of the date of the **accident**; and

- (iv) the injured person submits to an examination, at the **insurance company's** expense, by physicians of the **insurance company's** choosing as often as the **insurance company** may reasonably require.

The **insurance company** will make these payments regardless of fault. These payments will not exceed the applicable Sub-Limit of Liability specified in the Declarations attached to this Policy.

The **insurance company** will pay reasonable expenses for:

- (a) **first aid** administered at the time of the **accident**;
- (b) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) necessary ambulance, hospital, professional nursing and funeral services.

#### Defense and Settlement

1. The **insurance company** shall, subject to the Limit of Liability and all of the provisions, terms and conditions of this Policy, have the right and duty to defend any **claim** against the **insured** seeking payment under the terms of this insurance, even if any of the allegations of the **claim** are groundless, false or fraudulent. The **insurance company** shall choose defense counsel in conjunction with the **named insured**, but in the event of a dispute, the decision of the **insurance company** is final.
2. With respect to any **claim** against the **insured** seeking **damages** which are payable under the terms of this Policy, the **insurance company** will pay **claim expenses** incurred with their prior written consent. It is agreed that the Limit of Liability available to pay **damages** shall be reduced and may be completely exhausted by payment of **claim expenses**. **Damages** and **claim expenses** shall be applied against the **deductible** specified in the Declarations attached to this Policy.
3. The **insurance company** shall have the right to make any investigation it deems necessary including, without limitation, any investigation with respect to coverage and statements made in the **application**.
4. If the **insured** refuses to consent to any settlement or compromise recommended by the **insurance company** and which is acceptable to the claimant and elects to contest the **claim**, the **insurance company's** liability for any **damages** and **claim expenses** shall not exceed the amount for which the **claim** could have been settled, less the remaining **deductible**, plus the **claim expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the **insurance company** shall have the right to withdraw from the defense of the **claim** by tendering control of said defense to the **insured**. The portion of any proposed settlement or compromise that requires the **insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **damages** shall not be considered in determining the amount for which a **claim** could have been settled.
5. Subject to the Limit of Liability of this Policy, the **insurance company** shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the **insured** in any suit, all interest accruing after entry of judgment until the **insurance company** has paid, tendered or deposited in court part of such judgment as does not exceed the **insurance company's** Limit of Liability.

6. Subject to the applicable Limit of Liability of this Policy, the **insurance company** shall reimburse the **insured** for all reasonable expenses, including actual loss of earnings up to USD 1,000 a day due to time off from work, incurred at the **insurance company's** request.
7. The **insurance company** shall not be obligated to pay any **damages**, medical payments or **claim expenses**, or to undertake or continue defense of any **claim** after the applicable Limit of Liability of this Policy has been exhausted by payment of **damages**, medical payments or **claims expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the **insurance company** shall have the right to withdraw from the further defense of the **claim** by tendering control of said defense to the **insured**.

*Exclusions applicable to General Liability, Products/Completed Operations Liability, and Damage to Rented Premises coverages of the 'Commercial General Liability Section'*

In addition to the General Exclusions:

The coverage under this Policy does not apply to **damages** or **claim expenses** incurred with respect:

1. to any claim arising out of, or **accident** involving, **personal injury** or damage to **property** resulting from the use of force expected or intended from the standpoint of the **insured**.
2. to any claim for liability arising out of, or **accident** involving, **personal injury** or damage to **property** arising out of ownership, maintenance, operation, use, **loading or unloading** of:
  - (a) any **auto**, aircraft, **unmanned aerial systems** or watercraft owned or operated by, or rented or loaned to, any **insured**; or
  - (b) any other **auto**, aircraft, **unmanned aerial systems** or watercraft operated by any person in the course of their employment or volunteer duties for any **insured**;

This exclusion does not apply to:

- (i) a watercraft while ashore on **premises** that the **named insured** owns or rents; or
- (ii) a watercraft that the **named insured** does not own, that is:
  - (a) less than fifty (50) feet long; and
  - (b) not being used to carry persons or property for a charge or being used in any **insured's** business.
3. to any claim arising out of, or **accident** involving, **personal injury** or damage to **property** arising out of:
  - (a) the ownership, maintenance, operation, use, **loading or unloading** of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for such contest or activity; or
  - (b) the operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith.
4. to any claim arising out of, or **accident** involving, **personal injury** arising out of an act or omission in the provision of **healthcare**.

5. to any claim for, or **accident** involving, **personal injury** or damage to **property** arising out of and in the course of the transportation of **mobile equipment** by any **automobile** owned or operated by or rented or loaned to any **insured**.
6. to any claim arising out of, or **accident** involving, **personal injury**, damage to **property** or **advertising liability** for which the **insured** or their indemnitee may be held liable:
  - (a) as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages and/or state approved recreational drugs; or
  - (b) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage and/or state approved recreational drug.
7. to any claim arising out of, or **accident** involving, **personal injury** to:
  - (a) any **employee** or volunteer of the **named insured** arising out of and in the course of his employment or retention by the **named insured**; or
  - (b) the spouse, child, parent, brother or sister of the **employee** as a consequence of (a) above.

This Exclusion applies:

- (i) whether the **insured** may be liable as an employer or in any other capacity; and
  - (ii) to any obligation to share **damages** with or repay someone else who must pay **damages** arising out of such liability.
8. to any claim arising out of, or **accident** involving, damage to:
  - (a) **property** owned, rented or temporarily occupied by the **named insured** with permission of the owner, including fixtures permanently attached thereto, any costs or expenses incurred by the **named insured**, or any other person, organization, entity for repair, replacement, enhancement, restoration or maintenance of such **property** for any reason, including prevention of **injury** to a person or damage to another's **property**;
  - (b) premises given away, sold or abandoned by the **named insured**;
  - (c) **property** loaned to the **named insured**;
  - (d) personal **property** in the care, custody and control of the **named insured**;
  - (e) that particular part of real **property** on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** or temporarily occupied by the **named insured** as to premises rented to the **named insured** or temporarily occupied by the **named insured** with permission of the owner if such damage arises out of those operations; or
  - (f) that particular part of any **property** that must be restored, repaired or replaced because the **insured**'s work was incorrectly performed on it.

Paragraph (a) of this Exclusion does not apply to **damage** to premises rented to the **named insured** or temporarily occupied by the **named insured** with permission of the owner, if such

**damage to property** arises out of fire covered under Coverage 3. 'Damage to Rented Premises' and subject to any applicable Limit or Sub-Limit of Liability as stated in the Declarations attached to this Policy.

Paragraph (b) of this Exclusion does not apply if the premises are the **insured's** work and were never occupied, rented or held for rental by the **named insured**.

Paragraphs (c), (d), (e) and (f) of this Exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (f) of this Exclusion does not apply to **damage to property** included in any **products/completed operations liability hazard** coverage.

9. to any claim arising out of, or **accident** involving, damage to premises owned or alienated by the **insured** arising out of such premises or any part thereof; however, in relation to coverage under Coverage 3. 'Damage to Rented Premises' this Exclusion does not apply to **damage** to structures or portions thereof rented to or occupied by the **named insured**, including fixtures permanently attached thereto, subject to any applicable Limit or Sub-Limit of Liability as stated in the Declarations attached to this Policy.
10. to any claim arising out of, or **accident** involving, loss of use of **property** which has not been physically injured or destroyed resulting from:
  - (a) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement; or
  - (b) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**.

but this Exclusion does not apply to loss of use of other **property** resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such **products** or work have been put to use by any person or organization other than an **insured**.

11. to any claim arising out of, or **accident** involving, **damage** to the **named insured's products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective **product** or part thereof or for loss of use of any defective or allegedly defective **product**.
12. to **damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
13. to any claim for the withdrawal, recall, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such **products** or work form a part, if such **products**, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
14. to any claim or **accident**, relating to **advertising liability** arising out of:
  - (a) failure of performance or breach of contract, other than misappropriation of advertising ideas under an implied contract;



- (b) infringement of patent, trademark, service mark, and trade name, other than titles or slogans by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.
15. to any claim arising out of, or **accident** involving, **personal injury** caused by or resulting from security services who are armed in any manner.
16. to any claim for liability arising out of, or **accident** involving, **personal injury**, damage to **property** or **advertising liability** arising out of:
- (a) the rendering of or failure to render professional services by any **insured** or by any person or organization for whose acts or omissions the **named insured** is legally responsible;
  - (b) the **media content** of, or creation, advertisement, publication, distribution, exhibition or use by the **insured** or any other person or organization of **entertainment products**;
  - (c) the words or conduct of any person, guest, player or performer in any live or recorded event, including but not limited to, any:
    - (i) Show;
    - (ii) Theatrical or non-theatrical performance;
    - (iii) Motion picture, television, audio or video production;
    - (iv) Computer online service, including social media;
    - (v) Internet or web content;
    - (vi) Exhibition; or
    - (vii) Media interview.

However, this exclusion does not apply to the offenses described in 2 and 4 of **personal injury** of the 'Definitions'.

17. to any claim for liability arising out of, or **accident** involving, **personal injury** or **advertising liability** arising out of any access to or disclosure to any person's or organization's confidential or personal information including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.
18. to any claim for liability arising out of, or **accident** involving, any loss or damage to any animal.
19. to any claim for liability arising out of, or **accident** involving, **personal injury** or damage to **property** arising out of any stunts or special effects while practicing for or participating in a **production**, unless reported to and accepted by the **insurance company**.
20. to any **personal injury** or **advertising liability**:
- (a) caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal injury** and/or **advertising liability**;
  - (b) arising out of oral or written publication of material, if done by or at the direction of the **named insured** with knowledge of its falsity;



- (c) arising out of oral or written publication of material whose first publication took place before the beginning of the **policy period**;
- (d) arising out of a penal statute or ordinance committed by or with the consent of an **insured**;
- (e) arising out of the failure of goods, products or services to conform with advertised quality or performance;
- (f) arising out of an electronic chatroom or bulletin board the **insured** hosts, owns, or over which the **insured** exercises control; or
- (g) arising out of the unauthorized use of another's name or product in the **named insured's** email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

However, this exclusion does not apply to **injury** caused by an **accident** happening during the **policy period**.

Exclusions applicable to Medical Payments coverage of the 'Commercial General Liability Section'

In addition to the General Exclusions:

The **insurance company** will not pay expenses for **injury**:

1. to any **insured**;
2. to a person hired to do work for or on behalf of any **insured** or a tenant of the **insured**;
3. to a person injured on that part of the premises the **named insured** owns or rents that the person normally occupies;
4. to a person, whether or not an **employee** of any **insured**, if benefits for the **injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law; or
5. excluded under Exclusions applicable to General Liability, Products/Completed Operations Liability, and Damage to Rented Premises coverages of the 'Commercial General Liability Section'.

Exclusions applicable to all coverages of the 'Commercial General Liability Section'

The coverage under this Policy does not apply to any claim, **accident**, **damages**, or **claim expenses**:

1. where the **named insured** have a right to payment under any other insurance. However, if the **named insured** has a right to payment under any other insurance the **insurance company** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by the **insurance company** then the amount that the **insurance company** will pay under this insurance will be reduced by the amount that the **insurance company** pays under the other insurance.
2. where the **named insured** is part of a joint venture or consortium the **insurance company** except that the **insurance company** will only cover the **named insured** for the **named insured's** legal liability arising from the **named insured's** own acts or omissions. The **insurance company** will not pay on behalf of the **named insured** where the **named insured's** legal liability arises from the acts or omissions of other members of the joint venture or consortium.
3. for, arising out of, or resulting from discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of

discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation.

4. for, arising out of, or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to **employees**, whether such claim is brought by an **employee**, former **employee**, applicant for employment, or relative or **domestic partner** of such person;
5. for, arising out of, or resulting from directly or indirectly:
  - (a) the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **pollutants**, provided that this exclusion shall not apply to: (i) **personal injury** sustained by any visitor or invitee; and (ii) **personal injury** or **damage to property** arising out of heat, smoke or fumes from a **hostile fire**;
  - (b) the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of exposure to or testing for **pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
  - (c) any governmental or regulatory directive or request that the **insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **pollutants**.
6. for, arising out of, or resulting from the assumption of liability in a contract or agreement.

However, this exclusion will not apply for **damages** for **injury** or **damage to property**:

- (a) if the **insurance company** is given the management and control of the **claim**;
- (b) assumed by the **named insured** for a specific **production** which necessitates signing up to:
  - (i) standard studio hiring terms and conditions;
  - (ii) standard contract terms applying to the hire of **property** under the 'Property Section' of this Policy; or
  - (iii) where the liability arises out of a condition of warranty of goods implied by law.
7. for, arising out of, or resulting from the insolvency or bankruptcy of any **insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay claims, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity.
8. for, arising out of, or resulting from:
  - (a) any actual, threatened or alleged:
    - (i) sexual abuse, sexual **assault**, sexual molestation, sexual harassment, sexual exploitation or sexual misconduct;
    - (ii) physical abuse;
    - (iii) mental abuse, intimidation or harassment; or

- (iv) molestation.
  - (b) any actual or alleged failure to:
    - (i) prevent or deter any of the above under paragraph (a); or
    - (ii) report any of the above under paragraph (a) to the proper authorities or provide or disclose pertinent information to such authorities.
  - (c) any actual or alleged negligent hiring or supervising of any person(s) who actually or allegedly caused or contributed in any manner to any of the above under paragraph (a), including but not limited to negligence in connection with reference check(s), background investigation(s) or failure to suspend or terminate any such persons.
9. for, arising out of, or resulting from:
- (a) **assault, battery or assault and battery** committed by any person;
  - (b) the failure to suppress or prevent **assault, battery or assault and battery**;
  - (c) the failure to provide an environment safe from **assault, battery or assault and battery**;
  - (d) the failure to warn of the dangers of the environment which could contribute to **assault, battery or assault and battery**;
  - (e) **assault, battery or assault and battery** arising out of the negligent hiring, supervision or training of any person; or
  - (f) the use of force to protect persons or **property** whether or not the **personal injury**, damage to **property** or **advertising liability** was intended from the standpoint of the **insured** or at the direction of the **insured**.
10. for, arising out of, or resulting from **personal injury** to any **employee** or volunteer worker of the **insured** arising out of and in the course of his employment by the **insured**, or under any obligation for which the **insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law, Employers' Liability or under any similar law.
11. relating to, or arising out of, asbestos, silica or lead.
12. associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a **healthcare** benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, **healthcare** facility or managed care organization.
13. arising directly or indirectly out of action or omission that violates or is alleged to violate:
- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
  - (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA and CAN-SPAM Act of 2003, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
14. for any claim made, or suit brought, against the **named insured** by or on behalf of the **named insured's** parent corporation, a subsidiary of the **named insured's** parent corporation or any **insured** covered by this Policy. However, this exclusion does not apply to a **claim** made, or suit brought, against the **named insured** by any person or organization qualifying as an **insured** under any Additional Insured endorsement issued as part of this Policy.
  15. for any claim or alleged liability for **injury** or damage to **property**, or to any other claim or alleged liability, that this Policy is a bond or any other form of surety against which someone who is not an **insured** may assert or claim or bring a legal action.
  16. for, arising out of, or resulting from:
    - (a) the display, use of, or storage of any explosives, fireworks or pyrotechnic devices. However, this exclusion does not apply when the explosives, fireworks or pyrotechnic devices are activated by a pyrotechnic technician licensed in the applicable State or Territory and approved in writing by a local fire marshal prior to use.
    - (b) **personal injury** to, and damage to **property** of, the pyrotechnic company working on behalf of the **named insured**, including their technicians and **employees**;
  17. for, arising out of, resulting from or in any way related to liability for errors and omissions including, but not limited to:
    - (a) radio, television and motion picture producers' errors and omissions liability;
    - (b) advertisers' errors and omissions liability;
    - (c) broadcasters' errors and omissions liability;
    - (d) publishers' errors and omissions liability;
    - (e) loss arising from any publication or literature including any musical material conducted or composed by or on behalf of the **named insured**;
    - (f) liability arising out of contracts or agreements with labor unions except entertainment unions or professional guilds.
  18. for, arising out of, or resulting from any **production** that has not been reported to and accepted by the **insurance company**, or endorsed in writing to the Policy.
  19. For, arising out of, resulting from **personal injury** sustained by any person as a result of watching a **production** or in any way related to the subject matter of a **production**.

Conditions

## 1. Designated Operations and Locations

This Policy extends solely to the designated **production** operations or activities of the **named insured** for those **productions** listed in the Declarations or endorsed hereon.

## 2. Emergency First Aid

An **employee** at work on the **named insured's premises** will be construed to be acting within the course and scope of their employment while performing emergency **first aid** upon another person.

A volunteer worker performing duties related to the conduct of the **named insured's business** and on the **named insured's premises** will be construed to be acting within the course and scope of such duties while performing emergency **first aid** upon another person.

The coverage provided by this Condition will not apply if the **employee** or volunteer worker is a medical professional.

## 3. Stunts and Special Effects Notification

The **named insured** must notify the **insurance company** in advance of any activities involving stunts or special effects including, but not limited to, the practicing for or participating in connection with those **productions** listed in the Declarations that the **named insured** intends to carry out during the **policy period** so that the **insurance company** may underwrite the exposure and price the coverage appropriately. If the **named insured** does not notify the **insurance company** in advance of such activities, exclusion 19 of 'Exclusions applicable to General Liability, Products/Completed Operations Liability, and Damage to Rented Premises coverages of the 'Commercial General Liability Section' will apply to such activities.

## 4. Licensure

- (a) It is a condition precedent to the insurance afforded under the Policy that the facilities of the **named insured** and any **insured** requiring a license to practice or carry out any **production** shall be licensed in accordance with all relevant federal, state and local requirements. The **named insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.
- (b) If, during the **policy period**, any **insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **named insured** shall give written notice of such change to the **insurance company**, or its representative, within thirty (30) days of the change becoming effective. Following receipt of such notice, the **insurance company** may elect, at its sole option, to revise any Insuring Agreement, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the **insurance company's** option to invoke the Cancellation provisions of this Policy. Furthermore, the **insurance company** will have no obligation to respond to any claim arising out of any one **accident** or an offense which took place subsequent to the date of the withdrawal, revocation, denial, suspension or failure to renew.

Extensions

The **insurance company** will pay the following if shown as being insured in the Declarations. The limit of liability for these extensions is not in addition to the 'Commercial General Liability Section' limit of liability stated in the Declarations in connection with any **production**. If no limit of liability is shown in the Declarations for an Extension, then there will be no coverage provided in respect of that Extension.

1. **Assault, Battery and Assault and Battery**

The **insurance company** will pay on the **insured's** behalf for the legal liability for **damages** and **claim expenses**, in excess of the **deductible**, which the **insured** shall become obligated to pay for **personal injury**, **damage to property** or **advertising liability** arising out of unforeseen **assault**, unforeseen **battery** or unforeseen **assault and battery** happening during the **policy period** and in connection with those **productions** listed in the Declarations or endorsed.

Where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place, for the purpose of what constitutes one **claim** for the provision of payment under this Policy and the application of the **deductible**, all events of **assault**, **battery** or **assault and battery** suffered by any individual **third party** claimant committed during the **policy period** shall be considered individually as one **claim**.

## Additional Coverage Extensions

The **insurance company** will pay the following if shown as being insured in the Declarations. The limit of liability for these Additional Coverage Extensions is not in addition to the Policy's limit of liability stated in the Declarations in connection with any **production**. If no limit of liability is shown in the Declarations for an Extension, then there will be no coverage provided in respect of that Extension.

### Claim Preparation Expenses

If a limit of liability is shown in the Declarations, the **insurance company** will pay the **named insured** for an amount not exceeding that limit of liability, for reasonable and necessary expenses the **insurance company** requires the **named insured** to incur and that the **named insured** actually incurs after a loss to document the **named insured's claim**.

The most the **insurance company** will pay under this Policy during the **policy period** is the **aggregate** limit of liability stated in the Declarations.

This extension does not apply to:

1. any expenses the **named insured** incurs for any insurance agent or broker, public adjuster or attorney or their employees, representatives or consultants; and
2. any expenses the **named insured** incurs to prove that a loss or **damage** is covered.

In the event that a loss triggers more than one Coverage Section that provides for **claim** preparation expenses, the most that the **insurance company** will pay under this Policy is the limit of liability stated in the Declarations.

### Expediting Costs

If a limit of liability is shown in the Declarations, the following is added to Loss Basis of Settlement under the 'Production and Campaign Interruption Section' and 'Media Section':

The **insurance company** will pay the **named insured** additional costs which are reasonably and necessarily incurred by the **named insured** to meet a delivery date of the **production** provided that the additional costs arise from an **event** specified under the Insuring Agreement of the 'Production and Campaign Interruption Section' or the 'Media Section'.

The **insurance company's** limit of liability for additional costs covered by this extension will not exceed the limit of liability stated in the Declarations for any one **event** giving rise to a loss and this amount shall form part of and is not in addition to the amount stated in the Declarations as the limit of liability in connection with a **production**.

### Confiscation

If an **aggregate** limit of liability is shown in the Declarations, the exclusion of 'Confiscation' within the General Exclusions is amended to not apply to confiscation, nationalization, commandeering or requisition by any lawfully constituted authority, and the following is added to Loss Basis of Settlement under all Sections, not including the 'Commercial General Liability Section':

The **insurance company** will pay the **named insured** additional costs which are reasonably and necessarily incurred by the **named insured** due to confiscation, nationalization, commandeering or requisition by any lawfully constituted authority.

The most the **insurance company** will pay under this Policy during the **policy period** is the **aggregate** limit of liability stated in the Declarations.

Civil Commotion and Riot

If a limit of liability is shown as insured in the Declarations, the exclusion of '**Civil Commotion** and Riot' within the General Exclusions is deleted. In no event, however, will this Policy cover any loss arising from fear or threat of any **civil commotion** or **riot**. In consequence of the foregoing, the following is added to Loss Basis of Settlement under all Sections, not including the 'Commercial General Liability Section':

The **insurance company** will pay the **named insured** additional costs which are reasonably and necessarily incurred by the **named insured** due to **civil commotion** and **riot**.

The most the **insurance company** will pay under this Policy during the **policy period** is the **aggregate** limit of liability stated in the Declarations.

Inherent Vice and Latent Defect

If shown in the Declarations, the exclusion of 'inherent vice and latent defect' within the 'Property Section' is deleted.



## General Exclusions

This Policy does not cover:

### Act of Terrorism

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused, occasioned by or arising from an **act of terrorism**, any fear or threat of an **act of terrorism** (whether actual or perceived), or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

In any action, suit or other proceedings where the **insurance company** alleges that, by reason of this exclusion, any legal liability, loss, damage, cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such legal liability, loss, damage, cost or expense is covered shall be upon the **named insured**.

If any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

### Biological or Chemical Materials

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused, occasioned by or arising from the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

### Breach of Fidelity

Any loss, damage, cost or expense caused by or resulting from any fraudulent, dishonest or criminal act committed alone or in collusion with others by:

1. any **employee**, officer, director, partner, trustee or any other of the **named insured's** authorized representatives whether or not such act be committed during regular **business hours**; or
2. others to whom the **property** covered may be entrusted (carriers for hire excepted).

### Civil Commotion and Riot

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by or arising from any **civil commotion** or **riot**, or the fear or threat (whether actual or perceived) of a **civil commotion** or **riot**, including any action taken in controlling, preventing, suppressing or remediating any **civil commotion** or **riot** or threat of any **civil commotion** or **riot**.

### Communicable Disease

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by or arising from any **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**, including any action taken in controlling, preventing, suppressing or remediating any **communicable disease**, except to the extent expressly provided below with respect to the 'Production and Campaign Interruption Section'.

Under the 'Production and Campaign Interruption Section', the **insurance company** will not cover any loss, damage, cost or expense in any way caused by or resulting from **communicable disease** or the

fear or threat (whether actual or perceived) of a **communicable disease**, where such **communicable disease** leads to, or has led to:

1. the imposition of quarantine or restriction in movement of people or animals; or
2. any travel advisory or warning being issued by any regional, state, national or international body or agency.

This exclusion under the 'Production and Campaign Interruption Section' applies:

- (a) from the announcement date of either (1) or (2) above whichever is earliest; and
- (b) regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense.

This exclusion does not apply, however, if an **insured person** receives, or has received, a positive test result for the **communicable disease** from a qualified medical practitioner before either (a) or (b) above, whichever is earliest.

However, this Policy shall not cover any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by or arising from:

- (i) Coronavirus disease (COVID-19);
- (ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- (iii) any mutation or variation of SARS-CoV-2;
- (iv) any fear or threat of i), ii) or iii) above.

### Confiscation

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by or arising from seizure or destruction under quarantine or customs regulations, confiscation, nationalization or requisition or damage to **property**, by or under the order of any government or public or local authority, or the handling of contraband or engaging in illicit trade or transportation.

### Cyber

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by, contributed to by, resulting from, arising out of or in connection with a **cyber act**, a **cyber incident** or a **data breach**, or the fear or threat of a **cyber act**, **cyber incident** or **data breach**, including any action taken in controlling, preventing, suppressing or remediating any **cyber act**, **cyber incident** or **data breach** or threat of any **cyber act**, **cyber incident** or **data breach**, except to the extent expressly provided below with respect to the 'Production and Campaign Interruption Section' and 'Media Section'.

Under the 'Production and Campaign Interruption Section' and 'Media Section', the exclusion of **cyber incident** shall not apply to coverage provided in those Sections, subject to all the provisions of this Policy, unless:

1. the **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with the actual or alleged failure or interruption of infrastructure and utilities used by the **named insured** or any other party including, but not limited to, gas, water, electricity, cable, telecommunications and internet service (including the core DNS root servers or the IP addressing system);

2. the **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** or **data breach**;
3. the **cyber incident** is caused by an inherent defect in the **computer system** or the actions of a third party.

#### Intentional Acts

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by or arising from intentional acts of the **named insured** or acts at the direction of the **named insured**.

#### Lack of Financial Support

Any loss (as defined under any Section) or any legal liability directly or indirectly arising from lack of financial support of any kind.

#### Mold

Any loss, damage, cost or expense caused by or resulting from mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless of whether there is (i) any physical damage to insured **property**; (ii) any insured peril or cause, whether or not contributing at the same time or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

#### Radioactive Contamination

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by or arising from nuclear reaction, nuclear radiation or radioactive contamination, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component which is part of a nuclear assembly.

#### Uninsured Event

Any legal liability, loss, damage, cost or expense of whatsoever nature which the **named insured** incurs during a sequence of events or happenings which begins with an event insured by this Policy, when that legal liability, loss, damage, cost or expense arises, however, solely as a result of, or following, an intervening cause or event of loss which is not insured by this Policy.

#### War

Any legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, occasioned by or arising from war, invasion, act of foreign enemy hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

## Claim Requirements and Information

### The Insurance Company's Rights: Investigation, Defense and Settlements

The **insurance company** is entitled (but not obliged), at its discretion, to:

1. take over and conduct (including in the name of the **named insured**) the investigation, defense (including appeals) or settlement of any claim;
2. deduct from any claim an amount equal to any additional future tax relief which may be available to the **named insured** (in respect of which the **named insured** agrees to provide all relevant information to verify the available tax relief);
3. pursue all rights or remedies available to the **named insured** whether or not any payment has been made under this Policy; and/or
4. take any steps as the **insurance company** deems necessary to prevent, mitigate or minimize a loss under this Policy.

At the **insurance company's** discretion, it may at any time pay:

1. the applicable limit of liability (after deduction of any sums already paid); or
2. any amount for which any claim can be settled;

in either case after deduction of an amount equal to any additional future tax relief which may be available to the **named insured**.

At the **insurance company's** discretion, it may adjust and coordinate any claim, proceedings or other loss circumstance with the **named insured**. However, the **named insured** is ultimately responsible for the proper apportionment of any payment made under this insurance.

### The Named Insured's Duties in the Event of a Loss or Claim

The **named insured** shall take all steps to avoid or minimize a loss or claim under this Policy.

In the event of any happening or circumstance which may give rise to a claim, the **named insured** must, as soon as possible but no later than ninety (90) days after the happening or circumstance is known to the **named insured**, give notice to the entity named for this purpose (as identified in the Declarations) containing:

1. details sufficient to identify the **named insured**;
2. all available information concerning the circumstance, including how, when and where it happened; and
3. all available names and addresses of any party who has suffered **injury**, loss or **damage** and of all available witnesses.

The **named insured** shall forward to the **insurance company** or its representatives, unanswered, every letter of claim, pre-action letter, demand, writ, summons or other process immediately after they are received by the **named insured**. This must include all associated documents and any other written evidence of the claim. The **named insured** shall consult with the **insurance company** regarding the response to any such correspondence or process.

The **named insured** shall not admit liability for, or negotiate the settlement of, any claim without the **insurance company's** written consent.

The **named insured** shall cooperate with and provide all required assistance to the **insurance company** and, at the **insurance company's** request and in accordance with its instructions, shall:

1. assist in negotiating or concluding settlements;
2. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organization who may be liable to the **named insured** because of **injury** or **damage** with respect to which insurance is provided;
3. to the extent that the **insurance company** has not already deducted an amount equal to additional future tax relief, take all reasonable steps to claim and account to the **insurance company** for the appropriate share of any such tax relief to which the **named insured** is entitled; and
4. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **named insured** shall provide a signed proof of loss to the **insurance company** to substantiate the nature, cause and amount of loss claimed under this Policy.

## General Conditions

### Access to Records and Examination Under Oath

The **insurance company** or its authorized representatives shall have access to all of the **named insured's** accounts, contracts, invoices and records relating to any **production** at all times during the terms of this Policy or while a **claim** is pending at a reasonable time and place as may be designated by the **insurance company** or its representatives.

The **named insured**, as often as may be reasonably required, shall submit and so far as within the **named insured's** power cause all other people interested in the **production** and their employees to submit to examination under oath by the **insurance company** or its representatives.

No examination under oath or examination of books or documents, nor any other act by the **insurance company** or its representatives in connection with the investigation of any claim shall be deemed to be a waiver of any defense which the **insurance company** might otherwise have with respect to any **claim**, but all examinations and acts shall be deemed to have been made or done without prejudice to the **insurance company's** liability.

### Action Against the Insurance Company

No suit shall be brought upon this Policy unless the **named insured** has complied with all the provisions of this Policy and have commenced such suit within twelve (12) months after the event or **accident** occurs.

### Anti-Stacking

Where a loss or claim (or any part of a loss or claim) triggers coverage under more than one Section, or Extension, of insurance provided by this Policy or by any endorsement, the liability of the **insurance company** under this Policy, combined for all applicable Sections, or Extension, will not exceed the amount of the largest of the Limits of Liability available for any applicable Section, or Extension, as stated in the Declarations attached to this Policy, or by any endorsement, and the total amount payable under that Section will then be reduced by any amount paid under any other Coverage Section(s).

However, in no event will any loss or claim (or any part of a loss or claim) which is potentially recoverable under more than one Coverage Section, or Extension, be payable by the **insurance company** under more than one Section, or Extension, of this Policy.

### Assignment

This Policy may not be assigned in whole or in part without the **insurance company's** prior written consent.

### Cancellation

The **named insured** may cancel this Policy by sending to the **insurance company** written notice stating when the **named insured** requires the cancellation to be effective. The **insurance company** may cancel this Policy by sending to the **named insured** at the address shown in this Policy, at the last known address, ten (10) days' written notice stating when the cancellation will be effective, except that five days' written notice will be given when cancellation is for non-payment of premium.

The mailing of the notice will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the **policy period**. Delivery of the written notice either by the **named insured** or the **insurance company** will be equivalent to mailing.

In the event that this Policy or a specific coverage is cancelled by either party, the deposit premium for this Policy or for the specific coverage shall be deemed fully earned unless and until the **named insured** submits a financial statement detailing the exact figure for incurred expenses on all budget items used to determine the deposit premium at the time the cancellation has become effective.

The **insurance company** will return the difference between the deposit premium and the adjusted premium or the minimum premium indicated in this Policy or in the specific coverage should this minimum premium be greater than the adjusted premium.

If the **named insured** cancels this Policy, all premium for **insured productions** declared prior to the cancellation notice shall be deemed as fully earned to the **insurance company**.

If the **insurance company** cancels this Policy prior to any claim being reported or loss incurred under this Policy, all insured **productions** declared prior to the cancellation notice will remain covered by the **insurance company**.

The premium shall be deemed fully earned if any claim, or any circumstance that could reasonably be the basis for a claim or loss, is reported to the **insurance company** on or before the date of cancellation.

#### Change in Risk

The **named insured** agrees to declare to the **insurance company** the details of the **production** and will immediately notify the **insurance company** of any activities, conditions, or any increase in the risk and hazards affecting any **production** which may materially increase its exposure to risks insured under any Section of this Policy.

#### Conformity to Statute

The terms of this Policy which are in conflict with the statutes of the state, province or country where this Policy is issued are amended to conform to these statutes.

Any references to specific legislation contained within this Policy will include any amendments to, and re-enactments of, that legislation and similar or equivalent legislation in force in the relevant jurisdiction of this Policy.

#### Contract Terms Requirements

All of the coverages provided under this Policy are subject to the provision that where practicable all contract terms for performance, services, use of facilities, **property, equipment** and supplies are sufficiently longer than the **named insured's** original scheduled time for completion of a **production** so as to allow reasonable margin of time to cover possible delay in completing a **production**.

Further, the **named insured** must demonstrate that all material arrangements for the **production** have been made, including but not limited to, having obtained any required license or permit.

#### Currency

Unless expressed to the contrary in this Policy or Declarations, all premiums, limits of liability, **deductibles**, loss and other amounts under this Policy are expressed and payable in the currency in which the premium has been paid. If judgment is rendered in another currency, or if the **insurance company** (solely at its own discretion) chooses to pay any **claim** in another currency, conversion from or into that other currency will be made at the spot exchange rate published by the United States Federal Reserve on the date that the final judgment is rendered or the amount of **claim** is paid.

Declaration

The **named insured** agrees to declare to the **insurance company** the details of the **production** and will immediately notify the **insurance company** of any activities, conditions, or any increase in the risk and hazards affecting any **production** which may materially increase its exposure to risks insured under any Section of this Policy, including but not limited to an increase of the budget or of the number of episodes of a television series.

Financial Interest

This Policy will include loss to the **named insured's** financial interest in an **uncovered company** but will not provide coverage for the loss of an **uncovered company**.

The **insurance company** will pay the **named insured** for loss to its financial interest in such **uncovered company** that is valued as the amount of loss which would have been payable to the **uncovered company** under this Policy had the **uncovered company** been permissibly insured under this Policy.

The **named insured** will, as a condition of this Policy,

1. procure that the **uncovered company** adheres to all duties, obligations and conditions under this Policy that would have been applicable had the **uncovered company** been insured under this Policy;
2. notify the **insurance company** of any cause of action, benefit or recovery that an **uncovered company** may have in relation to the facts and circumstances of the loss; and
3. ensure that the **uncovered company** enforces and/or assigns any cause of action, benefit or recovery to the **named insured** and, where there is a benefit or recovery, the amount payable under this Policy shall be reduced by the same amount.

Fraudulent Claims

1. If the **named insured** makes a fraudulent claim under this Policy, the **insurance company**:
  - (a) will not be liable to pay the claim; and
  - (b) may recover from the **named insured** any sums paid by **insurance company** in respect of the claim; and
  - (c) may by notice to the **named insured** treat the contract as having been terminated with effect from the time of the fraudulent act.
2. If the **insurance company** exercises its right under clause 1. (c) above:
  - (a) the **insurance company** shall not be liable to the **named insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **insurance company's** liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - (b) the **insurance company** need not return any of the premiums paid.

Headings

The titles of provisions or endorsements in this Policy are intended solely for convenience and reference. They are not deemed in any way to limit, expand or otherwise affect the provisions to which they relate.



### Increased Hazards

The **named insured** will immediately notify the **insurance company** of any activities, conditions or hazards which to the best of the **named insured's** knowledge may materially increase its exposure to risks otherwise insured under any Section of this Policy.

### Inspection

At any time during the **policy period** or while a claim is pending, the **named insured** will make available to the **insurance company** or its authorized representatives for inspection, audit or copying all the **named insured's** books, papers, files, accounts, contracts, invoices and records (including those of any of the **named insured's** agents or brokers) relating to any **production**, at a reasonable time and place as may be designated by the **insurance company** or its representatives.

### Law

Any disputes involving this Policy shall be resolved by applying the applicable law and jurisdiction specified in the Declarations attached to this Policy.

### Liberalization

If the **insurance company** adopts any revision which would broaden the coverage under this Policy without additional premium within one hundred and twenty (120) days prior to or during the **policy period**, the broadened coverage will immediately apply to this Policy.

### Loss Mitigation

With respect to loss covered under the 'Production and Campaign Interruption Section' and the 'Media Section', the **named insured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or any circumstance likely to give rise to a loss or claim insured under this Policy. It is agreed that this Policy extends to indemnify the **named insured** for any additional expenses necessarily incurred and/or increased costs necessarily incurred by the **named insured** to avoid or diminish any such loss or claim, subject to any **deductible** provision stated in the Declarations page, provided, however, that in no circumstances shall the **insurance company's** maximum liability under this Policy be greater than the applicable Limit of Liability as declared, or that which would have been incurred had the **named insured** not incurred said increased costs and/or additional out-of-pocket expenses, or in any event exceed the applicable Limits of Liability of this Policy.

With respect to loss covered under the 'Property Section' and 'Property of Others Section', in case of **damage** to which this Policy applies, the **named insured** will take all reasonable steps to protect the property from further **damage** and minimize the loss or claim. The **named insured** should keep record of their expenses in doing so for consideration in the settlement of the claim. The **insurance company** will pay such expenses to the extent such **damage** is reduced. This will not increase the applicable Limit of Liability.

With respect to the 'Commercial General Liability Section' of this Policy, it is a condition of this Policy that the **named insured** will, at the **named insured's** own expense, take all reasonable precautions to prevent **injury** or **damage** which may give rise to liability, comply with all statutory or other obligations, and take all reasonable steps to keep all plant, premises, equipment and machinery in good working condition.

Loss Payee

The **insurance company** agrees that any holder of a Certificate of Insurance issued by the **insurance company** or on its behalf, as a matter of information and convenience for the holders of said Certificate of Insurance, shall be considered a Loss Payee under this Policy as their interest may appear, subject to the **named insured's** legal liability.

Multiple Named Insured

If more than one **insured** is named in this Policy, the **insured** that is stated first in the Declarations shall act for every **insured** for all purposes of this Policy. Knowledge possessed or discovery made by any **insured** shall constitute knowledge possessed or discovery made by every **insured**. However, total amount payable in respect of all legal liability, loss, damage, cost or expense shall not exceed the applicable limit of liability shown in the Declarations.

No Benefit to Carrier or Bailee

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

Other Insurance

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to the **named insured** and, for the purpose of the 'Commercial General Liability Section', to the **named insured** and any other **insured**, which would apply in the absence of this Policy, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

Pair, Set or Parts

If there is **damage** to:

1. any article or articles which are a part of a pair or set, the measure of **damage** to the article or articles shall be a reasonable and fair proportion of the total value of the pair or set giving consideration to the importance of said article or articles and the **damage** shall not necessarily be construed to mean total loss of the pair or set; and
2. any part of **property** covered consisting of several parts, when completed for use, the **insurance company** shall only be liable for the value of the **damaged** part.

Premium Adjustment

Where in the Declarations any Section of this Policy is shown to be subject to a premium adjustment the **named insured** shall as soon as practicable after the expiry of the **policy period** send to the **insurance company** any information that it may require. The **insurance company** will then adjust the premium subject to any minimum premium specified in the Declarations.

Property of Others

The **insurance company** may adjust losses with the owner of **damaged property**, instead of the **named insured**. If the **insurance company** pays the owner, any such payment will satisfy the **named insured's** claims against the **insurance company** for the owner's **property**. The **insurance company** will not pay the owner more than the amount that the **named insured** is legally responsible to pay to the owner in respect of that **property**. The **insurance company**, at its discretion and own expense and within the

applicable limits of liability shown in the Declarations, may also elect to defend the **named insured** against suits arising from **claims** of those owners of **property**.

#### Reasonable Care

It is a condition of this Policy that the **named insured** will, at the **named insured's** own expense, take all reasonable precautions to prevent injury, damage or loss which may give rise to liability, comply with all statutory or other obligations, and take all reasonable steps to keep all plant, premises, equipment and machinery in good working condition.

#### Salvage

All salvage, recoveries and payments due to the **named insured** will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.

#### Sanctions

The **insurance company** shall not provide coverage nor be responsible to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **insurance company** or any member of its group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### Stop Date Loss

If as a result of delay in completing the original shooting schedule of a **production** the **named insured** has to honor the termination date contained in a performance contract, the loss (referred to as a stop date loss) is not covered except to the extent that it is directly related to a loss insured under this Policy as further defined below:

The **insurance company's** participation in a stop date loss will be governed by consideration of the following:

1. if the need to incur the stop date loss is solely and directly the result of an insured loss the stop date loss will be recoverable in full;
2. if the need to incur the stop date loss arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonably be said that each contributed to the stop date loss then the extent that each contributed shall be determined and an apportionment of the stop date loss shall be made;
3. if the need to incur the stop date loss is in no way connected with an insured loss no part of the stop date loss will be recoverable; and
4. all coverages afforded by this Policy under the 'Production and Campaign Interruption Section', and the 'Media Section' are subject to the provision that the contract term is sufficiently longer than the **named insured's** original scheduled time for completing **principal photography** so as to allow a reasonable margin of safety (being not less than seven (7) days or any such alternative period as may be agreed in writing by the **insurance company**) to cover possible delay in completing **principal photography**.

### Subrogation

If, following an **event** or **accident** covered under this insurance, the **named insured** acquires any rights of action against an individual, firm or corporation for any loss, damage, cost, expense or liability, the **named insured** will do all that is required to secure those rights. The **named insured** will assign and transfer the claim for right of action to the **insurance company** if the **insurance company** so requires, and the **named insured** will also permit suit to be brought in its name, but under the direction of the **insurance company** and at the **insurance company's** own expense.

In the event of any payment made under this Policy, the **insurance company** agrees to waive its rights under this provision against:

1. any individual, firm or corporation. This waiver shall apply only to the extent required of the **named insured** by a written contract executed before a loss being the subject of this Policy. This waiver shall not operate to benefit, either directly or indirectly, any other person or organization.
2. any subsidiary, parent, associated or affiliated company of the **named insured**, or any other party required to be insured as described in this Policy.

### Unattended Vehicles

It is a condition of this Policy that the **named insured** will take all reasonable precautions to prevent **injury, damage** or loss which may result from theft from an unattended vehicle, including:

1. the windows, doors and compartments of all vehicles are securely closed and locked when unattended; and
2. a manufacturer approved security alarm is in operation to protect the vehicle when unattended; and
3. no items contained within the vehicles are visible from outside when unattended.

## Definitions

The following definitions are applicable to this Policy:

**accident** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities.

**act of terrorism** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**actual cash value** means the cost to repair, replace or reinstate the insured **property** with a fair deduction to reflect any depreciation, deterioration and obsolescence of the insured **property**.

**administration of medicines** means the care, storage and administration only of pre-packaged doses of drugs or medicines by the **named insured's** employed nurse in accordance with the instructions of the health care professional responsible for prescribing the drug or medicine but this shall not include the administration of injections other than for **first aid**.

**advertising liability** means injury arising out of one or more of the following, committed in the course of the **insured's** advertising activities:

1. libel, slander or defamation;
2. infringement of copyright, title, slogan, trade dress, trademark or advertising idea;
3. privacy or idea misappropriation under implied contract; or
4. invasion of right of privacy.

**aggregate** means the total amount that the **insurance company** will pay during the **policy period**.

**ancillary advertising materials** means posters, press, magazine or Internet advertisements, displays, point of sale, direct mail material or similar advertising related items which are incurred by the **named insured**, provided that such costs do not exceed the amount shown in the Declarations.

**ancillary costs** means those costs on **ancillary advertising materials**.

**application** means the Application for insurance made by the **named insured** and any other information supplied by the **named insured**, or on behalf of the **named insured**, for the insured **production**.

**assault** means:

1. an act creating an apprehension in another person of immediate harmful or offensive contact, or
2. an attempt to commit a **battery**.

**assault and battery** means the combination of an **assault** and a **battery**.

**auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. However, **auto** does not include **mobile equipment**.

**battery** means an act which brings about harmful or offensive contact to another person or anything connected to another person.

**business** means the business activities of the **named insured** and/or relating to a **production** carried out by the **named insured** within the **geographical limits** and shall include:

1. the ownership and/or occupancy of **premises** by the **named insured**; and
2. the provision and management by the **named insured** of catering, sports, social welfare and educational organizations, fire, **first aid**, medical, dental, ambulance and security services.

**business hours** means the period during which the **named insured's** directors, partners or **employees** entrusted with **money** are at the **premises** or **film site** for the purpose of the **business**.

**campaign** means the period of time following the completion of the **production** used to advertise and promote the **production** through media.

**campaign period** means a period up to but not exceeding twelve (12) months post completion of the **production**.

**civil commotion** means a substantial violent uprising by a large number of persons assembled together and acting with common purpose or intent.

**claim** means:

1. a written demand for monetary **damages** received by any **insured** for **money** or services, including the service of a suit or institution of regulatory or arbitration proceedings; or
2. a written request or agreement to toll or waive a statute of limitations relating to a potential claim described in 1. above.

Multiple claims arising from the same or a series of related or repeated acts, errors or omissions, or **accidents**, or from any continuing acts, errors or omissions, or **accidents**, shall be considered a single claim for the purposes of this Policy, irrespective of the number of claimants or **insureds** involved in the claim. All such claims shall be deemed to have been made at the time of the first such claim.

**claim expenses** means:

1. reasonable and customary fees charged by an attorney(s) designated and agreed by the **insurance company** in consultation with the **insured**, but subject always to the **insurance company's** final decision;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, or circumstance which might lead to a **claim**, if incurred by the **insurance company**, or by the **insured** with the written consent of the **insurance company**;
3. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **claim** against an **insured**; provided the **insurance company** shall have no obligation to appeal or to obtain bonds.

**claim expenses** does not include any salary, overhead or other charges by the **insured** for any time spent in cooperating in the defense and investigation of any **claim** or circumstance which

might lead to a **claim** notified under this insurance, or costs to comply with any regulatory orders, settlements or judgments.

**communicable disease** means a disease capable of being transmitted from any organism to another organism by means of any substance or agent.

**compensation** means compensatory **damages** imposed by law including interest which may be awarded on those **damages**.

**computer and telecommunication equipment** means computers, telecommunication equipment, mobile/cellular telephones, laptops, notebooks, tablets, pagers and other similar hand held communication devices.

**computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to any smart phone, laptop, notebook, tablet, wearable device), server, cloud or microcontroller including any similar system, or any output, data storage device, networking equipment or back up facility, owned or operated by the **named insured** or any other party.

**cyber act** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any **computer system**.

**cyber incident** means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**damage** (or **damaged**) means physical loss of or damage to **property** from any external cause except as excluded in any applicable Section of this Policy. For the 'Commercial General Liability Section', **damage** means: physical loss of or damage to **property** including attendant loss of use of such **property**.

**damages** means a civil monetary judgment (including pre and post-judgment interest), award or settlement but does not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to an **insured** for goods or services already provided or contracted to be provided;
3. discounts, coupons, prizes, awards or other incentives offered to the **insured's** customers or clients;
4. any amounts for which the **insured** is not liable, or for which there is no legal recourse against the **insured**;
5. liquidated damages or damages by way of penalty or fine;
6. exemplary damages, punitive damages, aggravated damages or damages resulting from the multiplication of compensatory damages; or
7. judgments or awards deemed uninsurable by law.

**data breach** means

1. the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **computer system**; or
2. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **electronic data**.

**deadlines** means any schedule deadlines, delivery dates, release dates, air dates or any other completion date.

**deductible** means the amount for which the **named insured** is responsible. For the avoidance of doubt the amount of the **deductible** shall form part of the amount of the limit of liability or any other limit applying to any Section.

**digital media** means digital devices used to record or store images or sounds including but not limited to computer disks and digital tapes.

**disgrace** means any criminal act or offence against public taste or decency, committed by an **insured person**, or any situation or occurrence directly involving the **insured person** which degrades or brings that person into disrepute or provokes insult or shock to the community and reflects unfavorably on the **production**.

**electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. Under the 'Property Section' Insuring Agreement item 4., **computer and telecommunication equipment**, **electronic data** shall not include images or sounds relating to any **production**.

**employee(s)** means a person or people on the **named insured's** regular payroll, with federal and, if applicable, State taxes withheld, whose work is directed or controlled by the **named insured**, including part-time, seasonal and leased workers. **Employee(s)** does not include a temporary worker.

**entertainment products** means any and all programs, productions, performances, films, television programs, recordings, exhibitions, publications, materials and media of any kind, type, or form and in any stage of completion including, but not limited to:

1. Motion pictures;
2. Documentary, industrial, commercial, educational or training films;
3. Television programs;
4. Webisodes and other such programs streamed over the internet;
5. Radio and Podcast programs;
6. Theatrical stage plays;
7. Concerts;
8. Scripts, manuscripts, books and articles;



9. Audio, video or digital tapes and recordings of any kind or form;
10. Sheet music and lyrics; and
11. Music and musical recordings of any kind or form.

**equipment** means cameras, camera equipment, sound and lighting equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment, **unmanned aerial systems**, mobile dressing room and honey wagon trailer units and similar equipment used for the purpose of filming.

**event(s)** means an occurrence or series of occurrences arising from or attributable to one source or original cause giving rise to coverage under any Section of this Policy except for the 'Commercial General Liability Section'.

**film site** means permanent buildings, demountable and relocatable buildings and motor homes which the **named insured** owns, occupies or is responsible for and the sites of filming within the **geographical limits** in connection with a **production**.

**first aid** means emergency care (other than pre-planned emergency treatment for specific individuals) given immediately to an injured or sick person, by an **employee** or volunteer worker in the course of carrying out their duties when undertaking the **business**.

**geographical limits** means the geographical locations which are covered under this Policy and stated in the Declarations.

**healthcare** means health care (but not **first aid** or the **administration of medicines**) rendered by members of the health care and allied services or by others in relation to decisions or judgements made by such members.

Such members shall include but not be limited to:

1. medical and dental practitioners;
2. nurses;
3. midwives;
4. ambulance personnel; or
5. professions allied to medicine.

**hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.

**imminent cause of loss** means a loss that is:

1. immediately certain to occur and for which reasonable alternative arrangements could not have been made nor could the necessity for alternative arrangements have been foreseen;
2. accidental, unexpected and for which reasonable precautions in light of known conditions could not have been taken or foreseen; and
3. expected to cause more than minor **damage** and for which the expenses incurred to avoid or minimize loss can be reasonably expected to avoid or reduce loss otherwise covered under this Policy.

**injury** means:

1. bodily injury;
2. mental injury;
3. emotional distress;
4. shock;
5. sickness;
6. disease; or
7. death.

**insurance company** means the company identified in the Declarations.

**insured** means:

1. the person or persons;
2. the firm and all partners and former partners in the firm;
3. the limited liability partnership;
4. the trust;
5. the company;
6. the entity named as the **named insured** in the Declarations;
7. the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the **named insured**.

In addition, if requested by the **named insured**, the **insurance company** will pay the following persons in the same way that the **insurance company** would pay the **named insured** provided that they observe, fulfill and are subject to the terms, conditions and exclusions of this Policy as the **named insured** are:

1. any director or member of the **insured**;
2. any **employee**; and
3. any officer or member of the **named insured's** canteen, social, sports or welfare organizations, fire, ambulance, **first aid**, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organizations or services).

**insured person(s)** means any person contracted by the **named insured** for a **production**.

**library stock** means film and or video tapes and or **digital media** used in a **production** and for which the **named insured** has legal responsibility.

**loading or unloading** means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
2. while it is in or on an aircraft, **auto** or watercraft; or

3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.

**Loading or unloading** does not mean the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

**media** means:

1. raw or exposed film (developed or undeveloped);
2. video tapes;
3. **digital media**;
4. sound tracks and tapes; and
5. color transparencies, reels, art work and drawings; when such **media** is used or to be used in connection with a **production**.

For the 'Property Section' Insuring Agreement item 4., **computer and telecommunication equipment**, the term **media** means solely the materials on which **electronic data** and/or **programs** are recorded.

**media content** means the substance of any communication of any kind whatsoever within **entertainment products** or advertising, regardless of the nature or form of such **media content** or the medium by which such **media content** is communicated including, but not limited to, language, written word, data, film digitized content, facts, music, photographs, images, advertisements, artistic expression, or visual or graphic materials.

**media costs** means those costs incurred by the **named insured** directly in the transmission, broadcasting or publishing of the production and commission as may be lost to the **named insured**, through cancellation of booked time.

**mobile equipment** means any of the following types of land vehicles, including any attached machinery and equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on premises owned by or rented to the **named insured**;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (a) power cranes, shovels, loaders, diggers or drills; or
  - (b) road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (a) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - (b) cherry pickers and similar devices used to raise or lower workers; and

6. vehicles not described in 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:
  - (a) equipment designed primarily for:
    - (i) snow removal;
    - (ii) road maintenance, but not construction or resurfacing; or
    - (iii) street clearing or cleaning;
  - (b) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (c) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.

**money** means current coin, bank and currency notes, postal and money orders, bankers drafts, checks, GIRO drafts and payment orders, securities for money, travelers checks, bills of exchange, current postage, premium savings bonds, franking machine impressions, debit/credit/card charge card sales, vouchers, luncheon vouchers, trading stamps, tax credit including value-added tax (VAT) input documents, travel tickets, travel warrants, authenticated travel certificates, telephone paycards and consumer redemption vouchers. **Money** shall include electronic cash equivalents.

**named insured** means the entity specified in the Declarations.

**office contents** means **business** and personal **property** usual to the office occupied by the **named insured** including;

1. furniture;
2. fixtures and fittings other than landlord's fixtures and fittings;
3. tenants improvements, alterations and decorations;
4. office equipment and supplies;
5. personal **property** of **employees**, talent and directors up to the Limit of Liability shown in the Declarations;
6. personal **property** of visitors up to the Limit of Liability shown in the Declarations.

**on-screen celebrity** means an **insured person** who would be recognized by the general public in the area where the **production** is being transmitted or published and whose physical appearance is visually seen in the **production** and/or **campaign**.

**personal injury** means:

1. **injury**;
2. false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
3. libel, slander, defamation of character or invasion of privacy, unless arising out of any advertising activities; or
4. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

**policy period** means the period of insurance specified in the Declarations.

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

**precision driving** means two or more vehicles driving in unison, synchronization or choreographed interaction.

**premises** means buildings with their grounds at the addresses described in the Declarations forming part of this Policy.

**principal photography** means the continuing period of time from start date to the completion date that the **named insured** actually requires to film a **production**.

**product** means:

1. any goods or products; or
2. the containers, labelling and instructions provided in connection with the goods or products;

that are:

- (a) sold;
- (b) supplied;
- (c) processed;
- (d) installed;
- (e) serviced;
- (f) repaired;
- (g) altered;
- (h) treated; or
- (i) renovated

by the **named insured** or on behalf of the **named insured**.

**production** means any production on film, tape or **digital media** intended to be viewed on television, cinema, satellite, internet or any other media that starts its pre-production within the **policy period** provided that the following types of production shall not be included:

1. any production with a shooting period in excess of ten (10) shooting days or fourteen (14) days in total, unless agreed by the **insurance company**; and
2. any production for which the **named insured** is undertaking post-production work for others.

**production cost** means all costs chargeable directly to a **production** and which have been submitted to the **insurance company** including pre-production costs and the amount of overhead, production fees and mark up, as may be declared by the **named insured** at the time of the declaration of the **production**.

It also includes any loss paid under the 'Production and Campaign Interruption Section' and 'Media Section' of this Policy, provided that the costs of:

1. the underlying rights and materials including story, scenario, music rights, sound rights, royalties;
2. permanent sets, owned wardrobe, owned props, owned equipment;
3. premiums paid for this insurance Policy, interest paid on loans and personal **property** taxes; or
4. talent services or facilities provided by others that are not included in the **named insured's** budget for any **production**;

shall not be included.

However, the **named insured** may at the time of declaration specifically request that any of the above costs be included except that the insurance premium for any given Section of this Policy may not be included in the **production costs** for that Section.

**products/completed operations liability hazard** means **personal injury** and/or **damage to property** which arise out of the **named insured's products**, or operations, or reliance upon a representation or warranty made at any time with respect thereto, but only if the **personal injury or property damage** occurs away from the **premises** owned by or rented to the **insured**, and takes place:

1. after physical possession of such products has been relinquished to another; or
2. after such operations have been completed or abandoned.

"Operations" includes materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the **insured** under the contract have been completed;
- (b) when all operations to be performed by or on behalf of the **insured** at the site of the operations have been completed;
- (c) when the portion of the work out of which the **personal injury or property damage** arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise completed, shall be deemed completed.

**Products/completed operations liability hazard** does not include **personal injury** and/or **property damage** arising out of:

- (i) the transportation of property, unless the **injury or damage** arises out of a condition in or on a vehicle not owned or operated by any **insured**, and that condition was created by the **loading or unloading** of that vehicle by any **insured**; or
- (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

**programs** means a sequence of instructions given to a computer which are either purchased or written on a custom basis owned leased or rented by the **named insured** or for which the **named insured** are legally responsible.

**property** means property that is tangible in nature.

**props, sets, and wardrobe** means props, sets, scenery, costumes, wardrobe and similar theatrical **property**.

**protection material** means a duplicate copy of the completed **production** on any **media** that is suitable for the intended release of a **production**.

**reinstatement of electronic data** means the reinstatement of **electronic data** following accidental loss, distortion, corruption or erasure of such **electronic data**.

**reinstatement of programs** means the reinstatement of **programs** following accidental loss, distortion, corruption or erasure of such **programs**.

**riot** means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

**third party** means a person, firm or insurer other than the **named insured**.

**uncovered company** means any company that would, subject to the terms and conditions of this Policy, have been insured under this Policy were it not located in a jurisdiction where it is impermissible under any applicable law for the **insurance company** to provide insurance to that company.

**unmanned aerial systems** means a device capable of sustained flight in the atmosphere (interchangeably defined as a drone) and the associated support equipment including based controller and systems of communications while being used as part of a **production**.

**voice-over celebrity** means an **insured person** used as a voice-over or other audio only capacity who would be recognized by the general public in the area where the **production** is being transmitted or published and whose physical appearance is not visually seen in the **production** and/or **campaign**.