



MOTION PICTURE AND TELEVISION PRODUCERS

MPTV2212BE

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Thank you for choosing Allianz Global Corporate & Specialty (AGCS). We are one of the few specialist corporate insurers with a genuine global market presence, providing a “one carrier” insurance solution across the whole spectrum of corporate and specialty risks.

With Allianz Global Corporate & Specialty, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Important

This document provides details of your policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

Introduction

Your Motion Picture & Television Producers Portfolio Policy is made up of several parts, which must be read together as they form your contract. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser or the Allianz office that issued your Policy know – adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- this Introduction; the Insuring Clause; the Policy Definitions; the Policy Exclusions and the Policy Conditions, all of which apply to all sections of the Policy
- the Sections of cover selected by you, including the Section Conditions and Special Conditions which apply to the Section
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression which is given a specific meaning under the Policy or Section Definitions has the same meaning wherever it appears in the Policy, unless the context admits otherwise.

Insuring Clause

The Proposal or any information supplied by or on behalf of the Insured forms the basis of this contract of insurance between the Insured and the Insurer.

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of it) occurring or arising in connection with the Business during the Term of Coverage or any subsequent period for which the Insurer agrees to accept a renewal premium.

Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions).

Policy

The document described in the Introduction

Section/Sections

The parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

Schedule

The part of this Policy that details proposal and other information forming the basis of this contract and that shows the Sections of this Policy selected

Insurer/We/Us/Our

Allianz Global Corporate & Specialty

Insured/You/Your

The Insured named and shown in the Schedule

Term of Coverage

As stated in each Section

Business

The Business Description stated in the Schedule.

Premises

The Premises stated in the Schedule.

Limit of Liability

The maximum amount the Insurer will pay for each item insured under any Section

Deductible

The first part of each and every claim, for which the Insured is responsible

Cyber Event

A. **Cyber Event** means any:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;
2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing)

occurring in the **company's computer system**;

4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **company's computer system**; and/or
6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

B. Company's computer system

Computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

Conditions applicable to all Sections

I General Conditions

a Territory

This policy applies anywhere in the world.

b Misrepresentation and Fraud

(i) Intentional omission or inaccuracy

Where your intentional omission or inaccuracy in the declaration misleads us as to the basis for assessment of the risk, the insurance contract shall be void. Premiums due up to the moment when we had knowledge of the intentional omission or inaccuracy shall be payable to us

(ii) Unintentional omission or inaccuracy

1. Where an omission or inaccuracy in the declaration is not intentional, the contract shall not be void.

We shall, within a period of one month of the date on which we became aware of the omission or inaccuracy, offer to amend the contract with effect from the date on which we became aware of the omission or inaccuracy.

If we prove that we would under no circumstances have insured the risk, we may resile from the contract within the same period.

If the offer to amend the contract is refused by you or if it has not been accepted on the expiry of one month from receipt thereof, we may resile from the contract within 15 days.

2. If you cannot be blamed for the omission or incorrect declaration and if a claim arises before the amendment or cancellation of the contract takes effect, we shall provide the agreed benefit.

3. If you can be blamed for the omission or incorrect declaration and if a claim arises before the amendment or cancellation of the contract takes effect, we shall provide the agreed benefit only according to the ration between the premium paid and the premium which you ought to have paid if you had duly declared the risk.

However if, on a claim, we prove that we would under no circumstances have insured the risk the true nature of which is revealed by the claim, the benefit shall be limited to reimbursement of all the premiums paid.

4. If a circumstance unknown to both parties on conclusion of the contract becomes known in the course of its performance, section 80 or 81 Act 2014 shall be applied, depending on whether that circumstance constitutes a decrease or increase of the risk insured.

c Assignment

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

d Access To Records And Examination

We or our nominees, at all times during the Policy period or while a claim is pending, at such reasonable times and places as may be designated by us or our representatives, shall have access to all of your accounts, book of accounts, contracts, invoices and records, or certified copies of such if the originals are lost, relating to all insured operations and property.

You shall submit as often as may be reasonably required, and so far as within your power, cause all other persons and their employees interested in such operations and property to submit to examination under oath by a person named by us relative to any and all matters in connection with a claim, at such reasonable times and places as may be designated by us or our representatives.

You agree to do everything within reason to comply with the foregoing.

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

e Other Insurance

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

f Subrogation

We reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at our sole discretion and in the name of the Insured or otherwise. In the event of any payment under this insurance, We shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

g Loss Procedure

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

1. Protection of Property - Protect the property from further loss and take all steps possible to minimize the loss. If expenses are incurred in doing so, they shall be borne by you and us proportionate to our respective interests, consistent with your use of due diligence.
Salvage costs: the costs arising out of measures required by the insurer for the purposes of preventing or mitigating the consequences of the insured event and urgent, reasonable measures taken on the initiative of the insured to prevent the insured event in the case of imminent danger or, if the insured event has begun, to prevent or mitigate its consequences, shall be borne by the insurer if they are insured with all reasonable and usual care, skill and forethought, even if the measures taken are of no avail. They shall be borne by him even beyond the sum insured. For the risks specified by him, the King may set limits beyond which the insurer shall not be required to meet salvage costs.
2. Notice of Loss - Report immediately to us or our authorized representative any loss or damage which may become a claim under this Policy.
3. Proof of Loss - File with us, or our authorized representative, a detailed proof of loss signed by you setting forth to the best of your knowledge and belief the facts of the loss and the amount thereof within one hundred eighty (180) days after discovery of the loss.

h Cancellation

You may cancel this Policy by returning it to us or our authorized representative in writing stating the

future date you want it to be canceled.

We may cancel this Policy by registered written notice to you at the address shown in this Policy or last known address. The cancellation will be effective as of the date shown on the Cancellation Notice, but not less than thirty (30) days after mailing to the address in this policy or last known address. The mailing of notice is sufficient proof of notice of cancellation. Delivery of notice shall be equivalent to mailing.

If we cancel for nonpayment of premium, written notice to you will be seven (7) days.

If you cancel, earned premium shall be computed with the customary short rate table and procedure. If we cancel, earned premium shall be computed pro-rata.

Premium adjustment will be made as soon as practicable after cancellation, but if premium refunds are not tendered at the time notice of cancellation is given, the validity of such notice is not affected.

Non payment of premium:

1. Request to pay

Request to pay the premium by you shall be given by registered letter. It shall comprise a request to pay the premium within the period fixed by the notice. The period shall not be less than 15 days from the posting of the registered letter.

The notice shall show the due date of the premium as well as the consequences of failure to pay the premium within the period and the commencement of that period. It also mentions that the suspension of the coverage or the termination of the coverage have effect from the day following the day on which the term expires, without prejudice to the coverage of an insured event that has previously occurred.

2. Taking effect to suspension of cover or cancellation of contract

Suspension or cancellation shall take effect only on expiry of the period referred to in the registered letter.

If cover has been suspended, payment by you of the premium due, shall terminate suspension.

If we suspend our cover obligation we may cancel the contract if we reserve the right to do so in the notice; in this case, cancellation shall take effect on the expiry of a period which shall not be less than 15 (fifteen) days from the first day of suspension.

If we have not reserved the right to cancel the contract in the notice, cancellation may be effected only by means of a further request delivered in accordance with section 70 Act 2017.

3. Effects of suspension with regard to premiums falling due

The suspension of cover shall not affect our right to claim the premiums falling due subsequently, provided that you are given notice pursuant to section 70 Act 2014. In the case, the notice shall point out that cover has been suspended.

However, our right shall be limited to the premiums relating to 2 (two) consecutive years.

4. Crediting of premium

Where a contract is cancelled for any reason whatever, the premiums paid relating to the insurance period subsequent to the date when cancellation takes effect shall be repaid within 15 (fifteen) days of the date when cancellation takes effect.

In the case of partial cancellation or any other reduction in the insurance benefits, paragraph 1 applies only to the portion of the premiums corresponding to such reduction and in proportion thereto.

i Abandonment

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

j Stop Date Loss

If as a result of delay in completing the original shooting schedule of an insured production you incur a loss in order to honor the termination date contained in a performance contract between you and any other person or organizations, such loss (hereinafter referred to as stop date loss) would not be covered by the provisions of this Policy, but this Policy will, nonetheless, participate in a stop date loss to the extent that the need to incur such loss is directly related to a loss insured under the terms of this policy. The extent of our participation in a stop date loss will be governed by the proper consideration of the following factors:

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 reason of an uninsured occurrence so that it can reasonably be said that each contributed to the incurrence of the stop date loss, then the extent that each so 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.
4. Coverage afforded by this paragraph is subject to the proviso that the performance contract term was sufficiently longer than your original scheduled time for completion of the insured production so as to allow a reasonable margin of safety to cover possible delay in completing the insured production.

k Arbitration

The Arbitration shall be conducted in accordance with the CEPANI Rules of Arbitration by three arbitrators appointed in accordance with the said Rules. The place of the arbitration shall be Brussels. The applicable rules of law are the law of Belgium. The parties expressly exclude any application for setting aside the arbitral award. The language of Arbitration shall be English.

l Policy Changes

No changes may be made in this Policy except by us in writing.

m Inspection

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of you or others and same shall not commit or obligate us in any manner whatsoever.

n Insurance Not to Benefit Others

No person or organization having custody of the property and to be paid for services shall benefit from this insurance.

o Loss Payment

Loss, if any, shall be payable to you or your loss payee.

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

Unless a claim has been paid by others, all adjusted claims shall be paid or made good to you within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss to our

office, or after we reach agreement with you, or after entry of a final judgment, or after the filing of an appraisal award with us. No loss shall be paid or be made good if you have collected the same from others.

p Premises Protection

It is a condition of this insurance that you shall maintain such protective safeguards as were represented by you to be in effect at the time of the attachment of this insurance. Failure to maintain or engage such protective safeguards shall void this coverage to the extent of any loss resulting from or contributed to by the lack of such protective safeguards.

q Property of Others

We may adjust any claim directly with the owner of the covered property.

r Liberalization Clause

If we adopt any revision which would broaden the coverage under this policy without additional premium within 60 days prior to or during the Term of Coverage, the broadened coverage will immediately apply to this Policy.

s Mobile Equipment

Means any of the following types of land vehicles, including any attached machinery or equipment:

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

t Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the insured or anyone acting on behalf of the insured to obtain any benefit under this Policy, or if any injury, loss, destruction or damage is caused by the wilful act or the connivance of the insured, all benefit under this Policy shall be forfeited.

u Discharge of Liability

The insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attribute to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one period of insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment.

v Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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, United States of America and/or any other applicable national economic or

trade sanction law or regulations.

w Iran exclusion

This policy does not provide any cover, and does not include any liability to pay any claim or provide any benefit hereunder, in respect of any of the following risks related to Iran:

- Any location, branches and subsidiaries of the Insured established under the laws of Iran;
- Any Iranian aircraft or vessel;
- Any natural person of Iranian nationality to whom some financial services or payments cannot be provided and/or whose access to financial markets, funds and economic resources is restricted;
- Any activities operated by the Insured from, to or in Iran;
- Any Loss originating in or resulting in a Claim made by any Iranian entity or by any Iranian individual to whom some financial services or payments cannot be provided and/or whose access to financial markets, funds and economic resources is restricted or by any entity owned or controlled, whether directly or indirectly, by such Iran individual, or which would benefit directly or indirectly to the abovementioned individuals or entities;
- Any Loss originating in or resulting in a Claim (whether made out of court or in court) made in Iran or before any Iranian administrative body, or before any Iranian judicial or administrative court, or before any arbitration court sitting in Iran.

II Special Conditions

a Definition of Insurable Production Cost

The term "Insurable Production Cost" as used in this Policy shall mean all costs, including overhead, chargeable directly to an insured production or series of productions including any amount of other overhead as may be declared by you at the time of declaration of an insured production or series of productions, except that the following costs shall not be included:

story; scenario; music rights; sound rights; royalties; residuals; continuity; premiums paid for this insurance; interest on loans; and personal and real property taxes.

However, you may, if you so elect at the time of declaration, specifically declare and thereby include any of these costs arising solely and directly as a result of an insured loss, and in this event the cost of the items shall be included in the Insurable Production Cost.

In the event of a loss paid under this Policy the amount of that loss shall be included in the determination of the Insurable Production Cost. This does not apply where premium is based on an episodic charge.

b Determination of Premium

1. The premium shall be determined in accordance with the rating schedule(s) attached to and made a part of this Policy.
2. You shall advise us of the exact date of termination of principal photography of an insured production within seven (7) days of that termination date.
3. The actual premium earned by this Policy shall be calculated by applying the rates set forth in the rating schedule to the final Insurable Production Cost.
4. You may, at your sole discretion, suspend or abandon an insured production at any time upon written notice to us.

- i In the event suspension of principal photography is specified, then the insurance afforded by this policy shall remain in effect and principal photography of the insured production shall be deemed to be continuing for the purpose of determining the amount of premium due. Principal photography shall only be deemed completed if you have notified us within seven (7) days of the date that principal photography was discontinued.
 - ii Permission is granted to you to abandon the production during the suspension period.
 - iii Coverage shall cease 30 days from the abandonment date declared to us, or the expiration date of this Policy, whichever is first.
- 5. In the event that principal photography has not been completed by the estimated completion date stated in the Schedule, the Term of Coverage afforded under this Policy shall automatically be extended until completion of principal photography, or until the Policy expires, whichever occurs first, subject to the payment of premium as set forth in the rating schedule attached to and made a part of this Policy.
- c **Abandonment**
Should a covered loss result in an abandonment, during the term of coverage, under any Section of this Policy, we have the right to require that you surrender all owned or licensed rights, titles and interests in all documents, underlying works, copyrights and all related material of the insured production. Your agreement to surrender these rights cannot be unreasonably withheld.

We agree to increase the Policy limits on the applicable coverage by the amount actually incurred for all owned or licensed rights, titles and interests in all documents, underlying works, copyrights and all related material of the insured production. As consideration for the increased limits, a premium charge may be assessed at our discretion based on the rate charged for the original Policy against the value of the rights obtained.
- d **Duty to Declare**
Prior to the commencement of filming or taping you shall declare to us each production, including any increase in the number of episodes of a series of television productions over and above the number originally declared, that you undertake during the Term of Coverage of this Policy.

III General Exclusions

This Policy does not insure against loss or damage caused directly or indirectly by:

- a **seizure or destruction under quarantine or Customs Regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation of trade;**
- b **War**
This policy does not insure against loss, damage, destruction, death, harm or disability caused by:
Any war (declared or otherwise), terrorism, guerrilla activity, sabotage, force of arms, hostilities, invasion, rebellion, revolution, insurrection, riot, civil disorder, military take-over, usurped power or the consequential loss of or interruption to power supply (whether gas or electrical) or utilities, confiscation, nationalisation, destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

- c any weapon of war employing atomic fission or radioactive force whether in time of peace or war;**
- d nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril or perils insured in this Policy;**

e Terrorism

a- Applicable to the Third Party Property Damage Section

Legal liability or obligation as a result of any event directly or indirectly caused by or resulting from or in connection with or arising out of:

- i any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism**
- ii any action taken in controlling preventing or suppressing any act of Terrorism or in any way related to such act of Terrorism**

b- Applicable to all other Sections

Loss or destruction or damage, cost, expense, extra expenditure or any consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with

- i any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism**
- ii any action taken in controlling preventing or suppressing any act of Terrorism or in any way related to such act of Terrorism**

For the purposes of this Exclusion the definition of an act of Terrorism is:

A clandestine organized action or threat of action carried out with ideological, political, ethnic or religious intent, individually or by a group, for which violence is used or persons or for which the economic value of a tangible or intangible good is destroyed fully or in part, either to impress the public, to create a climate of insecurity or exert pressure on the authorities, or to hinder traffic or the normal operation of a service or undertaking.

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion any loss damage cost expense extra expenditure or consequential loss is not covered the burden of proving the contrary shall be upon the Insured.

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect;

- f dishonest acts by you, or your employees or agents, whether or not occurring during the hours of employment;**
- g any uninsured event occurring before, concurrently with or after the happening of an insured**

event, which directly or indirectly causes or in any way contributes to cause or increase a loss under this policy; but only with respect to that portion of any such loss caused by or contributed to by the uninsured event.

h Cyber Events

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any cyber event.

i Communicable disease

This policy does not cover any claims, losses and/or damages resulting directly or indirectly from:

1. **Coronavirus disease (COVID-19) and/or coronavirus 2 acute respiratory syndrome (SARS-COV-2) and/or any mutation or variation thereof;**
2. **Any communicable disease,**
 - 2.1. **which has been classified as an epidemic or pandemic named by the World Health Organization (WHO) and/or by the local public authorities of the country where the claim, loss or damage occurred or was declared;**
 - 2.2. **which gives rise to, by virtue of the local public authorities of the country where the loss or claim occurred or was declared:**
 - 2.2.1. **The introduction or the application of measures, even preventive ones, which results in the quarantine or restriction in the freedom of movement of persons and/or animals;**
 - 2.2.2. **And/or the suspension or interruption of the insured event or production;**
 - 2.2.3. **And/or the postponement, suspension or withdrawal of authorization of the insured event or production.**
3. **Public authority means any applicable military, federal, provincial or local government or agency having jurisdiction over your operations relative to health, safety and hygiene standards necessary for the protection of the public and/or persons.**

Notifying a Claim

Claims under this policy should be notified to the Insurer in accordance with the Loss Procedure General Condition to the following Allianz Global Corporate & Specialty SE Belgium Branch Claims Handling Office:

Uitbreidingstraat 86
B-2600, Antwerp
BELGIUM

Please provide your policy number and as much information as possible about the claim.

Complaints Procedure

If the solution proposed by us is not satisfying, you may, without prejudice to legal recourse, submit the dispute to the Ombudsman of the Insurances, Meeûs square 35, 1000 Brussels, www.ombudsman.as

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Data Privacy

Compliance with Data protection regulations

The Insurer undertakes to comply with any data protection regulations that may be applicable to it and in particular the provisions of the General Data Protection Regulation EU Regulation 2016/679 (GDPR) and the law on the protection of individuals with regard to the processing of personal data of July 30th, 2018 in its current version.

For the purposes of this article, the following definitions applies:

- “Personal Data” means any information relating to an identified or identifiable natural person collected and processed by the Insurer
- “Data subject” means any identified or identifiable natural person ; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity.

This Contract does not prevent the Insurer from taking any measure it deems necessary to comply with the applicable data protection legislations.

The Insurer undertakes to store and/or process Personal Data strictly for the performance of this Contract and to ensure that such data is not accessible by third parties not expressly authorized to receive communication of it or to process it.

The Insurer undertakes to:

- ensure the strictest confidentiality of Personal Data to which it may have access
- take all the necessary precautions in order to preserve security and confidentiality of this data, and in particular to prevent it from being altered, damaged or communicated to unauthorized third parties.

Cross-border transfer of Personal Data

Personal Data may be communicated by the Insurer to third parties, inside and outside the European Union or the European Economic Area (EEA), for purposes strictly relating to the execution of this Contract.

The Insurer will not transfer any Personal Data across a border to any natural or legal person, whoever it is, for any purpose other than that relating to the execution of this Contract.

The transfer of Personal Data outside the EEA to another Allianz group’s entity will be carried out based on Allianz group’s Binding Corporate Rules (Allianz BCR) which establish an adequate protection of Personal Data.

The Data Subject rights are to be exercised with Allianz Global Corporate & Specialty SE’s Data Protection Officer:

- By post:

Allianz Global Corporate & Specialty SE French branch
Data protection
Mail box S1205
1, cours Michelet
CS 30051
92076 Paris La Défense cedex

- Or by e-mail: AGCS-DATA-PROTECTION-MED@allianz.com

The recipient of the data in Mauritius guarantees the application of the European Commission model clauses related to the transfer of data from a controller to a controller.

Applicable privacy statement

The Insurer refers to its Privacy Notice, accessible via the following link:

<https://www.agcs.allianz.com/footer/privacy-notice.html>. The Insurer undertakes to comply with this Privacy Notice.

Section I. Cast

I Insuring Agreement

We agree to pay to you such loss (as defined in Paragraph VI) as you shall directly and solely sustain by reason of any covered person in connection with an insured production, being necessarily prevented by their death, injury or sickness, occurring during the Term of the Coverage (as defined in Paragraph IV) afforded by this Section, from commencing or continuing or completing their respective duties or performance(s) in an insured production.

II Limits Of Liability

Our Limit of Liability with respect to any one loss (as defined in Paragraph VI) shall not exceed the Limit of Liability stated in the Schedule for Cast coverage.

III Deductible

The sum stated in the Schedule as the Deductible for Cast coverage shall be deducted from each adjusted claim hereunder.

IV Term Of Coverage

- a Coverage commences on the Effective Date as shown in the Schedule, and shall continue for the period of principal photography or videotaping which is defined as the continuing period of time from the start date to the completion date you actually require to photograph or tape an insured production, or the Policy Expiry Date, whichever occurs first.
- b Permission is granted to you to declare a starting date of principal photography at any time within the term of the Policy, provided we are given notice.
- c Notwithstanding (a) or (b) above and subject to Paragraph V. below, coverage is provided under this Section for the period commencing thirty (30) days immediately preceding the commencement of principal photography which for the purpose of this Section is defined as the "Pre-Production" period of the Cast coverage. However, the Pre-Production period for guest artists (as defined) appearing in or contracted to appear in episodic television will be five days or less prior to the actual start date of principal photography or videotaping of the insured production.
- d In the event that we have provided Pre- Production insurance and Cast insurance in respect to the same insured production, we shall interpret and apply both coverages to the extent reasonably consistent with the language of each coverage to provide the maximum possible recovery to you.

V Medical Examination

- a The covered person(s), listed on the declaring endorsement issued in connection with an insured production must be examined not more than thirty (30) days prior to the start date of the covered person(s) by a duly qualified physician, designated or approved by us, who shall submit to us a medical questionnaire and certificate on forms approved by us and signed by the

examinee.

- b** Coverage shall commence on the date the medical examination has been made and is subject to our receipt and approval of a medical certificate within a reasonable period of time.

It is understood that our right of approval shall be based on the medical examination and case history of the person(s) examined. Should we for any reason make any reservation, exception or restriction with respect to the insurability of the covered person(s), the provisions of Paragraph I are inapplicable to the extent that the condition(s) referred to in the reservation, exception, or restriction directly or indirectly results in a loss.

- c** We agree that you have the right to use any registered medical doctor (other than the covered person's personal physician) if the doctors listed on the panel of doctors provided by us are unavailable to you for completion of a medical examination.
- d** As respects episodic television, we do not require a medical certificate for guest artists. Guest artist, as used in this Section, shall mean any performer or director contracted for less than three (3) consecutive episodes or less than fifty percent (50%) of a series of productions.

VI Definition of Loss

- a** Loss, as used in this Section, shall mean any extra expenditure (as defined in Insurable Production Cost) you incur in completing principal photography of an insured production over and above the expenditure which, but for the happening of any one or more of the occurrences specified in Paragraph I would have been incurred in completing said principal photography.
- b** In the event that the happening of one or more of the occurrences specified in Paragraph I reasonably, practically and necessarily prevents the completion of principal photography of an insured production irrespective of any completion or delivery date requirements, you shall have the right to abandon principal photography and claim under this Section for such actual expenditures you incur in an insured production as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I, subject to the Special Conditions of this Policy.

VII Exclusions

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

- a** Any person(s) accepted for insurance under this Section taking part in flying other than as a passenger;
- b** Any person(s) taking part in any hazardous stunt(s) without our written consent;
- c** The inability of any female to continue her performance because of pregnancy or menstruation, or conditions pertaining thereto;
- d** Any person(s) over sixty five (65) years of age unless such person(s) is specifically named by endorsement hereon;

- e Any person(s) under nine (9) years of age for loss (as defined in Paragraph VI) either directly or indirectly contributed to or caused by mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria.**

VIII Special Loss Procedure

Coverage depends on compliance with the conditions precedent:

- a You shall notify us immediately after you are made aware of the fact of any covered person being unable to commence, continue or complete his or her respective duties or performances as a result of which a claim could arise.**
- b You shall procure and immediately forward to us the certificate of a duly qualified physician which shall detail fully the circumstances in which the incapacity arises, and ensure and preserve our continuing right of access to any covered person's medical records.**
- c You shall use your best efforts to ensure and preserve our continuing right to have our own appointed medical doctor examine any covered person.**
- d Your failure to comply with any of the conditions set forth herein will prejudice us and your failure to comply shall release us from any specified claim in connection with which you have so failed to comply with any of said conditions.**

Section II, Coverage A: Props, Sets & Wardrobe

I. Insuring Agreement

We agree to pay to you or on your behalf the value of scenery, costumes and theatrical props and related equipment, not including loss of use, owned by you or which is the property of others used by you and for which you are legally liable and which is lost, damaged or destroyed, caused by the Perils Insured against, occurring during the Term of Coverage (as defined in Paragraph IV) while such property is used by you in connection with an insured production.

II. Limits of liability

Our Limit of Liability with respect to any one loss shall not exceed the Limit of Liability stated in the Schedule for Props, Sets & Wardrobe coverage; however, with respect to antiques, objects of art, furs, watches, pearls, precious and semiprecious stones, gold, silver, platinum and other precious metals or alloys, including jewelry containing any such items, we shall not be liable for more than €10,000 with respect to any one loss.

III. Deductible

The sum stated in the Schedule as the Deductible for Props, Sets & Wardrobe coverage shall be deducted from each adjusted claim hereunder.

IV. Term of Coverage

The insurance afforded under this Coverage commences on the Effective Date as shown in the Schedule, and shall continue until thirty (30) days following completion of principal photography, or as agreed by us.

V. Perils Insured

This Coverage insures against all risks of direct physical loss or damage to the property covered from any external cause, except as hereinafter excluded.

VI. Perils Not Insured

This Coverage does not insure against loss or damage caused by or resulting from:

- a Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat;
- b Any work, process, experimentation, tests, repairing, restoration, conversion, or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by you or on your behalf or at your direction, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c Unexplained or mysterious disappearance, or shortage found upon taking of inventory;
- d Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open;

- e Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities you use in connection with production, unless fire ensues and then our liability shall be limited to that portion of the loss caused by such ensuing fire;
- f Damage to or destruction of property caused intentionally by you or at your direction;
- g Loss, destruction or damage caused by or resulting from delay, loss of market or use, interruption of business or other consequential loss extending beyond direct physical loss or damage;
- h Mechanical breakdown or derangement unless caused by a peril not otherwise excluded.

VII. Property Excluded

This Coverage does not insure:

- a **Personal Property which would normally be covered under Coverage D, Miscellaneous Equipment, of this policy;**
- b **Animals, unless endorsed hereon;**
- c **Growing plants, unless used as part of a theatrical set;**
- d **Accounts; bills; currency, numismatic properties or money; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; railway, airline or other tickets;**
- e **Buildings including, but not limited to improvements and betterments;**
- f **Furniture and fixtures which are not used or intended to be used as part of a theatrical set;**
- g **Aircraft used for any purpose other than as part of a theatrical set in which it is used strictly as a non- functional craft during filming or taping;**
- h **Watercraft valued over £5,000 while waterborne unless moored to a pier, dock, wharf or similar fixed structure and used or intended to be used as part of a theatrical set;**
- i **Motorcycles, motor vehicles, or other conveyances except when used as part of a theatrical set and not being self-propelled during filming or taping;**
- j **Film, tape, recording or recording storage medium of any type unless used as a prop on a theatrical set.**

VIII. Valuation

The basis of determining the value of the property insured hereunder, except with respect to vehicles, shall be as follows:

- a Your property shall be valued at the full cost of repair or replacement, without deduction for depreciation or betterment, if repaired or replaced with due diligence and dispatch, and in no event, unless repair or replacement is completed within one year from the date of loss. If not repaired or

replaced, the property shall be valued at its actual cash value at the time and the place of loss.

- b** Property of others for which you are legally liable, either by contract or mutual agreement, shall be valued at common market value, in accord with contractual conditions or as you are obligated to pay by common law.
- c** Vehicles shall be valued at actual cash value as of the date and location of loss.

Section II, Coverage B: Extra Expense

I. Insuring Agreement

We agree to pay to you such loss (defined in Paragraph VII), not including loss of earnings or profit, as you shall sustain by reason of such extra expense as you necessarily incur in the event of the interruption, postponement or cancellation of an insured production as a direct result of damage to or destruction of property or facilities caused by the perils insured against, used by you in connection with an insured production and occurring during the Term of Coverage (as defined in Paragraph IV).

II. Limits of Liability

Our Limit of Liability with respect to any one occurrence shall not exceed the Limit of Liability stated in the Schedule for Extra Expense coverage.

III. Deductible

The sum stated in the Schedule as the Deductible for Extra Expense coverage shall be deducted from each adjusted claim hereunder.

IV. Term of Coverage

The insurance afforded under this Coverage commences on the Effective Date as shown in the Schedule and shall continue until completion of principal photography, or as agreed by us.

V. Perils Insured

- a This Coverage insures against all risks of direct physical loss or damage to the property covered from any external cause, except as hereinafter excluded.
- b This Coverage insures against verifiable breakdown, short circuit or other electrical injury, disturbance or malfunction whether due to external or internal causes of portable generators, camera equipment, sound equipment or lighting equipment provided that such generators, camera equipment, sound equipment or lighting equipment were fully tested and proven to be in good working condition prior to being used.

VI. Perils Not Insured

This Coverage does not insure against loss or damage caused by or resulting from:

- a **Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat;**
- b **Any work, process, experimentation, tests, repairing, restoration, conversion, or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by you or on your behalf or at your direction, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;**
- c **Unexplained or mysterious disappearance, or shortage found upon taking of inventory;**
- d **Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open;**

- e Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities you use in connection with a production, unless fire ensues and then our liability shall be limited to that portion of the loss caused by such ensuing fire;**
- f Damage to or destruction of property caused intentionally by you or on your behalf or at your direction;**
- g Loss, destruction or damage caused by or resulting from delay, loss of market or use, interruption of business or other consequential loss extending beyond direct physical loss or damage;**
- h Mechanical breakdown or derangement unless caused by a peril not otherwise excluded;**
- i Loss of use of animals including but not limited to injury, sickness or death of animals unless endorsed herein;**
- j Loss of or damage to exposed film (developed or undeveloped), tape or recording or recording storage medium of any type;**
- k Any direct or indirect property damage loss including expenditures incurred in the purchase, construction, repair or replacement of any physical property including animals;**

VII. Definition of Loss

Loss, as used in this Coverage, shall mean any extra expenditure incurred by you in completing principal photography of an insured production, over and above the expenditure, which, but for the happening of any one or more of the occurrences specified in Paragraph I, would have been incurred in completing said principal photography, or such actual expenditure incurred by you in an insured production as shall be rendered entirely abortive and valueless directly by reason of the happening of an occurrence or occurrences as specified in Paragraph I. Extra expenditure refers to the same costs defined in Insurable Production Cost.

Section II, Coverage C: Third Party Property Damage

I Insuring Agreement

We agree to pay on your behalf all sums which you shall become legally obligated to pay as damages because of injury to or destruction of property of others, including loss of use thereof, occurring during the Term of Coverage (defined in Paragraph IV) while such property is in your care, custody or control and is used or to be used in connection with an insured production.

II Limits of Liability

Our Limit of Liability with respect to any one loss shall not exceed the Limit of Liability stated in the Schedule page for Third Party Property Damage coverage.

III Deductible

The sum stated in the Schedule as the Deductible for Third Party Property Damage coverage shall be deducted from each occurrence claimed hereunder. This deductible shall include any judgment, settlement, cost, fee or expense in connection with each occurrence claimed hereunder.

IV Term of Coverage

The insurance afforded under this Coverage commences on the Effective Date as shown in the Schedule and shall continue until the date on which a protection print or duplicate tape of an insured production has been completed and physically removed from the premises where the original negative or tape is located, or until coverage on an insured production shall be terminated by you, or until the Policy Expiry Date, whichever occurs first.

V Exclusions

This Coverage does not apply to:

- a Liability for injury to or destruction of property caused intentionally by you or at your direction;**
- b Liability for physical damage to motor vehicles, trailers, aircraft or watercraft except for loss of use of such property not excluded under Section II, Coverage A, Props, Sets & Wardrobe or Section II, Coverage D, Miscellaneous Equipment;**
- c Liability for injury to or destruction of personal property, used or to be used during or in connection with an insured production, which property is rented to or leased by you, except for loss of use of such property;**
- d Liability for damage to or destruction of property resulting from your failure to provide reasonable and proper care of property you use;**
- e Liability for injury to or destruction of premises (including buildings) rented to or leased by you that are used or to be used for any purpose other than filming or taping in connection with an insured production.**

VI Definition of Insured

The word "Insured" means:

The Insured as stated in the Schedule and any employee (or other person under the Insured's direct control), partner, officer, or director thereof (referred to as "you" or "your"), but only with respect to any act or failure to act on the part of such parties while acting within the scope of their duties as such.

VII Defense, Supplementary Payment

With respect to such insurance as is afforded by this Coverage, we shall:

- a** Defend any suit against you alleging such damage(s) which are payable under the terms of this Coverage, even if any of the allegations of the suit are groundless, false or fraudulent;
- b** Pay in addition to the applicable limit of liability:
 - 1** All expenses incurred by us, all costs taxed against you in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of our liability thereon;
 - 2** Premiums on appeal bonds required in such suit, premiums on bonds to release attachments for the amount not in excess of the applicable limit of liability of this Coverage, but without any obligation to apply for or furnish any such bonds;
 - 3** All reasonable expenses, other than loss of earnings, you incur at our request.

Section II, Coverage D: Miscellaneous Equipment

I Insuring Agreement

We agree to pay to you or on your behalf the value of personal property, including but not limited to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, mechanical effects equipment, grip equipment and mobile equipment, not including loss of use, owned by you or which is the property of others for which you are legally liable and which is lost, damaged or destroyed during the Term of Coverage (as defined in Paragraph IV), caused by the Perils Insured against, while such property is used or to be used by you in connection with an insured production.

II Limits Of Liability

Our Limit of Liability with respect to any one occurrence shall not exceed the amount stated in the Schedule for Miscellaneous Equipment coverage.

III Deductible

- a The sum stated in the Schedule as the Deductible for Miscellaneous Equipment coverage shall be Deducted from each adjusted claim hereunder.
- b With respect to loss of, damage to, or destruction of vehicles, the sum of ten percent (10%) of the loss, subject to a minimum of €1,000 per vehicle and a maximum of €10,000 per vehicle, shall be deducted from each adjusted claim hereunder, in lieu of the Deductible stated in the Schedule as the Deductible for Miscellaneous Equipment coverage.

IV Term of Coverage

The insurance afforded under this Coverage commences on the Effective Date as shown in the Schedule, and shall continue until the date on which a protection print or duplicate tape of an insured production has been completed and physically removed from the premises where the original negative or tape is located, or until coverage on an insured production shall be terminated by you, or until the Policy Expiry Date, whichever occurs first.

V Perils Insured

This Coverage insures against all risks of direct physical loss or damage to the property covered from any external cause, except as hereinafter excluded.

VI Perils Not Insured

This Coverage does not insure against loss or damage caused by or resulting from:

- a **Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat;**
- b **Any work, process, experimentation, tests, repairing, restoration, conversion, or partial conversion, retouching, painting, cleaning or any other form of process performed or**

undertaken by you or on your behalf or at your direction, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;

- c Unexplained or mysterious disappearance, or shortage found upon taking of inventory;
- d Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open;
- e Any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities you use in connection with production, unless fire ensues and then our liability shall be limited to that portion of the loss caused by such ensuing fire;
- f Damage to or destruction of property caused intentionally by you or at your direction;
- g Loss, destruction or damage caused by or resulting from delay, loss of market or use, interruption of business or other consequential loss extending beyond direct physical loss or damage;
- h Mechanical breakdown or derangement unless caused by a peril not otherwise excluded.

VII Property Excluded

This Coverage does not insure:

- a Personal Property which would normally be covered under Section II, Coverage A, Props, Sets & Wardrobe, of this policy;
- b Animals;
- c Growing plants;
- d Accounts; bills; currency, numismatic properties or money; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; railroad, airline or other tickets, unless endorsed hereon;
- e Buildings;
- f Aircraft;
- g Watercraft valued in excess of €5,000;
- h Damage to vehicles while involved in racing, chase scenes, precision driving or stunts unless endorsed hereon;
- i Vehicles you own;
- j Film or tape, or recording or recording storage medium of any type.

VIII Valuation

The basis of determining the value of the property insured hereunder, except with respect to vehicles, shall be as follows:

- a** Your property shall be valued at the full cost of repair or replacement, without deduction for depreciation or betterment, if repaired or replaced with due diligence and dispatch, and in no event, unless repair or replacement is completed within one year from the date of loss. If not repaired or replaced, the property shall be valued at its actual cash value at the time and the place of loss.
- b** Property of others for which you are legally liable, either by contract or mutual agreement, shall be valued at common market value, in accord with contractual conditions or as you are obligated to pay by common law.
- c** Vehicles shall be valued at actual cash value as of the date and location of loss.

Section III, Coverage A: Negative Film

I Insuring Agreement

We agree to pay to you such loss (defined in Paragraph VII) as you shall directly and solely sustain as a result of loss of, damage to or destruction of videotape stock, raw film stock, recorded videotape, exposed motion picture film (developed or undeveloped), interpositives, positives, work prints, cutting copies, fine grain prints, sound tracks, tapes, transparencies, cels, art work (used to create animation images), software and related material used to generate computer images, used in connection therewith, caused by an insured peril (defined in Paragraph V) when such property is your property or the property of others for which you are legally liable, during the Term of Coverage (as defined in Paragraph IV) while such property is used or to be used in connection with an insured production.

II Limits of Liability

Our Limit of Liability with respect to any one occurrence shall not exceed the amount stated in the Schedule for Negative Film coverage.

III Deductible

The sum stated in the Schedule as the Deductible for Negative Film Coverage shall be deducted from each adjusted claim hereunder.

IV Term Of Coverage

The insurance afforded under this Coverage commences on the Effective Date as shown in the Schedule, and shall continue until the date on which a protection print or duplicate tape of an insured production has been completed and physically removed from the premises where the original negative or tape is located, or until coverage on an insured production shall be terminated by you, or until the Policy Expiry Date, whichever occurs first.

V Property Excluded

This Coverage does not insure cut-outs, unused footage or library stock.

VI Definition Of Loss

- a** Loss, except for loss to videotape stock, raw film stock or blank media, shall mean only such extra expenditure you incur to re-photograph, re-tape, recreate or reprogram in substantially the same manner only that portion of an insured production which is the subject of a loss claimed under the terms of this Coverage, over and above the expenditure, which, but for the happening of any one or more of the occurrences specified in Paragraph I, would have been incurred in completing that portion of said production. However, loss arising from delay in completion of any insured production(s) is not recoverable under the terms of this Coverage except such loss arising from delay as shall be both unavoidable and occur during the period of time necessary to re-photograph, re-tape, recreate or reprogram in substantially the same manner that portion of the film or tape or software which is the subject of a loss claimed under the terms of this Coverage. Extra expenditure refers to the costs defined in Insurable Production Cost.
- b** 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.

- c In the event that the happening of one or more of the occurrences specified in Paragraph I reasonably, practically and necessarily prevents the completion of an insured production irrespective of any completion or delivery date requirements, you shall have the right to abandon production and claim under this Coverage for such actual expenditures you incur in an insured production as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I, subject to the Special Conditions of this Policy.

VII Exclusions

This Coverage does not insure against loss caused by or resulting from:

- a The use of faulty materials, faulty equipment, faulty editing, faulty developing or faulty processing which would normally be covered under Section III, Coverage B, Faulty Stock, of this Policy;
- b Exposure to light, deterioration, atmospheric dampness or changes in temperature;
- c Faulty manipulating or judgment of camera operator or assistants;
- d Error(s) of judgment in exposure, lighting or sound recording;
- e Use of incorrect raw film stock or videotape or media/software;

VIII Warranty

You warrant that artwork, drawings, software and related material (hereinafter referred to as "source material") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first.

If the source materials have been photographed, or used as intended in the production process, then damage to the same source material will not be considered a loss hereunder, except to the extent that the property covered in Paragraph I. is damaged and you have complied with the above.

Failure to fulfill this warranty shall release us from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

IX Definitions

- a **COMPUTER PROGRAMS** means data used to direct the computer equipment, including diagrams or other records which can be used to reproduce programs.
- b **DATA** means facts, concepts or instructions which are converted to a form usable in your data processing operations, including computer programs.
- c **MEDIA** means materials on which Data are recorded or stored.
- d **SOFTWARE** means any combination of **DATA**, **MEDIA** or **COMPUTER PROGRAMS**.

Section III, Coverage B: Faulty Stock

I Insuring Agreement

We agree to make good to you such loss (defined in Paragraph VI) as you shall directly and solely sustain as a result of loss of, damage to or destruction of videotape stock, raw film stock, recorded videotape, exposed motion picture film (developed or undeveloped), interpositives, positives, work prints, cutting copies, fine grain prints, sound tracks, tapes, transparencies, cels, art work (used to create animation images), software and related material used to generate computer images, used in connection therewith, caused by faulty materials, faulty equipment, faulty editing, faulty developing or faulty processing when such property is your property or the property of others for which you are legally liable, during the Term of Coverage (as defined in Paragraph IV) while such property is used or to be used in connection with an insured production.

II Limits Of Liability

Our Limit of Liability with respect to any one occurrence shall not exceed the amount stated in the Schedule for Faulty Stock coverage.

III Deductible

The sum stated in the Schedule as Deductible for Faulty Stock Coverage shall be deducted from each adjusted claim hereunder.

IV Term Of Coverage

The insurance afforded under this Coverage commences on the Effective Date as shown in the Schedule, and shall continue until the date on which a protection print or duplicate tape of an insured production has been completed and physically removed from the premises where the original negative or tape is located, or until coverage on an insured production shall be terminated by you, or until the Policy Expiry Date, whichever occurs first.

V Property Excluded

This Coverage does not insure cut-outs, unused footage or library stock.

VI Definition of Loss

a Loss, as used in this Coverage, shall mean only such extra expenditure you incur to re-photograph, re-tape, recreate or reprogram in substantially the same manner only that portion of an insured production, which is the subject of a loss claimed under the terms of this Coverage, over and above the expenditure, which, but for the happening of any one or more of the occurrences specified in Paragraph I, would have been incurred in completing that portion of said production. However, loss arising from delay in completion of any insured production(s) is not recoverable under the terms of this Coverage except such loss arising from delay as shall be both unavoidable and occur during the period of time necessary to re-photograph, re-tape, recreate or reprogram in substantially the same manner that portion of the film or tape or software which is the subject of a loss claimed under the terms of this Coverage. Extra expenditure refers to the costs defined in Insurable Production Cost.

- b In the event that the happening of one or more of the occurrences specified in Paragraph I reasonably, practically and necessarily prevents the completion of an insured production irrespective of any completion or delivery date requirements, you shall have the right to abandon production and claim under this Coverage for such actual expenditures you incur in an insured production as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I, subject to the Special Conditions of this Policy.

VII Exclusions

This Coverage does not insure against loss caused by or resulting from:

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

VIII Warranty

You warrant that artwork, drawings, software and related material (hereinafter referred to as "source material") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first.

If the source materials have been photographed, or used as intended in the production process, then damage to the same source material will not be considered a loss hereunder, except to the extent that the property covered is damaged and you have complied with the above.

Failure to fulfill this warranty shall release us from all obligations under the policy to the extent that a loss is suffered or increased by that failure.

IX Definitions

- a **COMPUTER PROGRAMS** means data used to direct the computer equipment, including diagrams or other records which can be used to reproduce programs.
- b **DATA** means facts, concepts or instructions which are converted to a form usable in your data processing operations, including computer programs.
- c **MEDIA** means materials on which Data are recorded or stored.
- d **SOFTWARE** means any combination of **DATA**, **MEDIA** or **COMPUTER PROGRAMS**.



MOTION PICTURE AND TELEVISION PRODUCERS

**DPG MEDIA
ANNUAL POLICY**

Allianz 



Motion Picture and Television Producers

Schedule

Please note that you must advise your insurance adviser of any changes to the risk and items to be covered as per provisions of article 2 of the General Terms and Conditions.

Policy Number: <i>Polisnummer:</i>	BET000001-25
Broker: <i>Makelaar:</i>	Aon Telecomlaan 5-7 B-1831 Diegem
The Policyholder / the Insured: <i>Verzekeringnemer:</i>	DPG Media Mediaplein 1 B-2018 Antwerpen
Co-insured(s): <i>Medeverzekerde(n):</i>	All contracted production partners and freelancers
Insurer: <i>Verzekeraar:</i>	Allianz Global Corporate & Specialty SE Branch office Belgium Uitbreidingstraat 86 2600 Berchem Belgium NBB number AGCS BE: 2145 National Bank of Belgium de Berlaimontlaan 3 B - 1000 Brussels
Effective Date: <i>Ingangsdatum:</i>	1 January 2025
Policy period: <i>Verzekeringsperiode:</i>	12 months with tacit renewal. The policyholder and Insurer may terminate the policy at renewal date provided a two (2) months notice of cancellation is given prior to the renewal date.
Expiry Date: <i>Einddatum:</i>	31 December 2025
Business Description: <i>Activiteit:</i>	Flemish television channel which, in its assignment, makes television productions through production houses.
Insured Production(s): <i>Verzekerde productie(s):</i>	Television productions as declared per each production
Estimated period of principal photography: <i>Geschatte draaiperiode:</i>	As declared in the Declaration form for each production
Territories agreed as filming locations:	European Union, Norway, Switzerland & United Kingdom. Filming in other countries might be subject to additional terms.
Cast coverage per production:	To be declared per production Up to 20 persons per production between the age of 9 and 70 years of age.



1. Coverage, sublimits and deductibles/ Polislimiet, sublimiten en vrijstellingen

Coverage	Limit of indemnity each loss and per production	Deductible each loss
Section I		
Cast	Up to declared Production Cost, but not exceeding € 5.000.000 per production	- Production budget up to € 1.000.000 : € 1.750 - Production budget in excess of € 1.000.001: € 3.500
Sublimit:		
- Family (death, accident and illness)	€ 250.000	
- Kidnap	Included	
Section II		
A. Props, sets and wardrobe	€ 750.000	
Sublimit:		
- Animals	€ 25.000 per animal, € 100.000 per production	€ 1.000
- Watercraft	€ 15.000	
B. Extra expense	Up to € 1.500.000 but not exceeding 50% of production budget	
Sublimit:		
- Ingress & Egress	€ 150.000	
- Imminent Peril	€ 250.000	€ 1.000
- Civil Authority	€ 250.000	
- Strike	€ 150.000	
- Computer assisted photography	€ 150.000	
- Mechanical Breakdown	€ 150.000	
C. Third party property damage	€ 1.500.000	€ 750
D. Miscellaneous equipment	€ 1.000.000	€ 1.000
Sublimit:		
- Office Contents	€ 50.000	€ 500
- Money & Currency	€ 10.000	€ 500
- Hired Vehicle Physical Damage	€ 100.000 per vehicle	10% of loss with a minimum of € 1.000 and a maximum of € 3.500
- Electronic Data Processing Hardware	- Included in Equipment Limit	€ 1.000
- EDP Software	- € 50.000	
- Extra Expense for EDP	- Included in Equipment Limit	
- Drone (attached equipment)	€ 50.000	20% with a min. of € 1.000
Section III		
A. Negative film	Up to declared Production Cost, but not exceeding € 5.000.000 per production	Nil
Sublimit:		
- Operator Error	€ 100.000	€ 5.000
B. Faulty stock	Up to declared Production Cost, but not exceeding € 5.000.000 per production	- Production budget up to € 1.000.000 : € 1.500 - Production budget in excess of € 1.000.001: € 2.500
Sublimit:		
- Operator Error	€ 100.000	€ 5.000



2. Terms, Conditions, Exclusions, Warranties, Limitations in addition to those shown in this Policy

2.1. Declaration

Each productions for coverage under this Policy are declared to the Insurer at least 7 days prior to the start of principle photography with the agreed declaration form.

2.2. Stunts and/or hazardous activities

Cast members involved in stunts and/or hazardous activities, including training for, are excluded from coverage unless agreed by the Insurer in writing.

2.3. Cast coverage

Cast coverage under this Policy is up to 20 persons per production between the age of 9 and 70 years. Person(s) below the age of 9 or person(s) over the age of 70 are excluded unless agreed by the Insurer in writing and subject to medical information.

Cast coverage is limited to death due to accidents until receipt of satisfactory medical.

2.4. Amendatory Cast terms

Section V. Medical examination of the Cast Section is amended as follows:

- 2.4.1. For insurable production costs up to € 500.000 no medical information will be required subject to the following condition:
EXCLUDED ARE PRE-EXISTING MEDICAL CONDITIONS AT THE POINT OF COMMITMENT TO WORK ON THE INSURED PRODUCTION;
- 2.4.2. For insurable production costs exceeding € 500.001, but up to € 5.000.000, a fully completed and signed affidavit for the cast coverage is accepted in lieu of a medical examination.
Cast affidavit must be complete, dated and signed in order to be valid. The validity will be 12 months from the date of receipt by the Insurer.
- 2.4.3. For insurable production costs exceeding € 5.000.001, a Statement of Health is accepted in lieu of a medical examination.
- 2.4.4. Medical examinations will be required for persons over 70 years of age or in specific situations where prior history is a determining factor.

4. Claims notification address

Allianz Global Corporate & Specialty SE
Branch office Belgium
Claims department
Uitbreidingstraat 86
2600 Berchem
claims.belgium@allianz.com



5. Applicable law

Belgian law

The Courts of Brussels shall have exclusive jurisdiction in the event of a dispute.

6. AGCS Share

100%

7. Wording

AGCS Motion Pictures and TV Producers (MPTV2212BE)

THIS SCHEDULE, TOGETHER WITH THE POLICY CONDITIONS AND SPECIAL CONDITIONS/ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY

Signed and stamped for and on behalf of the
Policyholder

Riet Heremans
Head of VBO

Date: 11/12/2024

Signed and stamped for and on behalf of
Allianz Global Corporate & Specialty SE
Belgium Branch


Date: 6 December 2024



8. Endorsements made part of this Policy at time of issuance:

- 1 Family Bereavement
- 2 Kidnap
- 3 Props, Sets and Wardrobe – Animals
- 4 Ingress and Egress
- 5 Imminent Peril
- 6 Civil Authority
- 7 Strike
- 8 Computer assisted photography
- 9 Mechanical Breakdown
- 10 Office Equipment & Furnishings
- 11 Money and Currency
- 12 Hired Vehicle Physical Damage
- 13 Electronic Data Processing Equipment (EDP)
- 14 Equipment attached to Drones
- 15 Negative Film Amendment
- 16 Negative Film Warranty
- 17 Faulty Stock Amendment
- 18 Faulty Stock Warranty



9. Endorsements

The following endorsement(s) modifies insurance under the Motion Pictures and TV Producers wording.

1. FAMILY DEATH, ILLNESS OR INJURY ENDORSEMENT - MP/TV

Coverage under Section I, Cast, is extended to include Loss (as defined in Paragraph VI, Definition of Loss), directly resulting from the unavailability of a covered person due to the death or catastrophic illness or injury of an immediate family member whose incapacity or death results from illness or injury that first manifests itself during the term of this coverage.

Immediate family member is defined as a covered person's mother, father, sister, brother, spouse, children, grandchildren, grandparents, stepparents, stepchildren, stepbrother, stepsister, surrogate parent (defined as a person other than a blood parent who by virtue of his or her voluntary assumption of parental rights and responsibilities is deemed to have filled a parental role during the covered person's upbringing), or significant other (defined as a person, unrelated by blood to the covered person, who is the covered person's sole partner in a committed exclusive domestic partnership in which each partner is responsible for each other's financial and emotional wellbeing).

This endorsement is subject to:

1. coverage for a maximum of five (5) consecutive days from the earliest date you or the covered person are made aware of the onset of any event or condition which could trigger coverage under this endorsement;
2. a limit of liability and deductible as specified in the schedule;

If the limit of liability or deductible is not indicated above, the Limit of Liability and Deductible as stated on the Declarations Page for Cast Coverage shall apply.

All other terms and conditions remain unchanged.

2. Kidnap – MP/TV

Coverage under Section I, Cast, is extended to include loss (as defined in Paragraph VI, Definition of Loss), directly resulting from the kidnapping of a covered person.

This endorsement is subject to a limit of liability as specified in the schedule.

Kidnapping means the involuntary taking and holding of a covered person.

THIS POLICY DOES NOT COVER (UNLESS OTHERWISE ENDORSED HEREON) LOSS OF MONEY, SECURITIES OR OTHER CONSIDERATION SURRENDERED AS A RANSOM PAYMENT BY YOU OR ON YOUR BEHALF AS A RESULT OF THE KIDNAPPING OR ALLEGED KIDNAPPING.

ANY PAYMENT OF RANSOM AND/OR ANY REIMBURSEMENT OF RANSOM PAID BY OR ON BEHALF OF THE INSURED, EITHER DIRECTLY OR INDIRECTLY, FOR THE BENEFIT OF ANY TERRORISM ORGANISATION OR INDIVIDUAL INVOLVED IN TERRORIST ACTIVITIES, IS EXCLUDED FROM COVERAGE.

All other terms and conditions remain unchanged.

3. Props, Sets and Wardrobe – Art, Antique & Jewelry

The following endorsement replaces Section II coverage A Props, sets & wardrobe, II limits of liability:



Our limit of liability with respect to any one loss shall not exceed the limit of liability stated in the Schedule for Props, sets & wardrobe coverage;

However with respect to antiques, objects of art, furs, watches, pearls, precious and semiprecious stones, gold, silver, platinum and other precious metals or alloys, including jewellery containing any such items, we shall not be liable for more than the limits as specified in the Schedule.

Deductible: As specified in the Schedule

All other terms and conditions remain unchanged.

4. Props, Sets and Wardrobe - Animals

Section II, Coverage A, Props, Sets & Wardrobe, is amended to include the animal(s) scheduled below, subject to our acceptance of a Certificate of Health signed by a qualified veterinarian.

Animals as declared on a case by case basis.

In the absence of a Certificate of Health, scheduled animals are covered for accident only.

1. Limit of liability and/or deductible

a. Injury or Illness:

Coverage for veterinary costs shall not exceed 25% of the actual cash value per animal, subject to a deductible per animal as specified in the Schedule, not to exceed the total limit of as specified in the Schedule.

b. Death:

The actual cash value per animal shall not exceed a limit as specified in the Schedule, subject to a deductible per animal as specified in the Schedule, not to exceed the total limit as specified in the Schedule.

c. Repatriation/Rendering/Disposal:

Coverage shall not exceed 10% of the actual cash value per animal, not to exceed the total limit as specified in the Schedule.

d. Loss of use to Third Parties:

Coverage for the period of disability shall not exceed the actual cash value per animal, subject to a deductible per animal as specified in the Schedule, not to exceed the total limit as specified in the Schedule.

All coverages combined shall not exceed an aggregate limit of liability as specified in the Schedule for each occurrence or per production.

2. Special exclusions

THIS COVERAGE DOES NOT INSURE AGAINST LOSS CAUSED BY OR RESULTING FROM:

- a. ANY ACTIVITY OTHER THAN THOSE PERFORMED IN CONNECTION WITH FILMING OR TAPING OF AN INSURED PRODUCTION;**
- b. ANY STUNT OR HAZARDOUS ACTIVITY;**
- c. ANY COSMETIC ALTERATION;**
- d. FAILURE TO ESTABLISH LEGAL LIABILITY AND ACTUAL CASH VALUE PER ANIMAL PRIOR TO USAGE;**
- e. WILLFUL MISCONDUCT OR MISUSE;**
- f. CONFISCATION OR NATIONALIZATION FOR ANY REASON WHATSOEVER;**
- g. QUARANTINE OR INTENTIONAL SLAUGHTER, EITHER VOLUNTARY OR BY ACT OF OR AT THE DIRECTION OF ANY LOCAL AUTHORITY UNLESS AS A RESULT OF A PERIL NOT OTHERWISE EXCLUDED.**

3. Special loss procedure

Illness, injury or death must be substantiated by a Veterinary certificate in the event of loss.



All other terms and conditions remain unchanged.

5. Ingress & Egress

Section II, Coverage B. Extra Expense, is amended to include:

1. **INSURING AGREEMENT**

We agree to pay you such loss you incur due to the actual or potential impairment of an Insured production when ingress to or egress from a location is prevented due to direct physical loss or damage to property or premises contiguous to such location caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit of Insurance for Ingress and Egress show in the limit of liability section..

2. **LIMIT OF LIABILITY**

As specified in the schedule.

3. **DEDUCTIBLE**

As specified in the schedule.

4. **Definition of Production loss:**

Production loss means :

- additional production costs you necessarily incur to complete an insured production in essentially the same manner and within the specifications submitted to us prior to a loss; or
- Actual production costs you incurred prior to an abandonment of an insured production to which the Abandonment applies

PRODUCTION LOSS DOES NOT MEANS COSTS:

- **OF ENHANCEMENTS APPLICABLE TO AN INSURED PRODUCTION BEYOND THE SPECIFICATION SUBMITTED TO US PRIOR TO A LOSS; OR**
- **INCURRED FOR THAT PART OF ANY INSURED PRODUCTION WHICH HAS ALREADY BEEN AIRED OR EXHIBITED**

5. **Property means:**

- Used or to be used in an insured production: or
- At a location.

PROPERTY DOES NOT MEAN:

- **PRODUCTION MEDIA; OR**
- **ANIMALS**

All other terms and conditions remain unchanged.

6. Imminent Peril

Section II, Coverage B. Extra Expense, is amended to include:

1. **Insuring agreement**

We agree to pay for expenses you reasonably incur to evacuate a filming location in order to avoid a potential loss insured under this Coverage section due to imminent peril, but only to the extent such expenses would avoid or mitigate such loss.

2. **Limit of indemnity:**



As specified in the Schedule

3. Deductible:
As specified in the Schedule
4. Special condition
 - a. Any expenses incurred to avoid a loss resulting from imminent peril are covered to the extent that they serve to avoid a loss otherwise covered under this extension of coverage;
 - b. Except as provided above, this extension does not negate the applicability of the basic terms and conditions of:
 - (1) the Extra Expense Coverage in the event that an imminent peril results in damage to or destruction of property or facilities payable under this policy; or
 - (2) the Cast Coverage in the event that an imminent peril results in death, injury or sickness of a covered person, in which case a separate claim will result from the consequential loss as described above.

All other terms and conditions remain unchanged.

7. Civil Authority

Section II, Coverage B. Extra Expense, is amended to include:

1. **INSURING AGREEMENT**
We agree to pay you such loss (as defined in Paragraph VII. DEFINITION OF LOSS), not including loss of earnings or profit, as you shall sustain by reason of such extra expense as you necessarily incur in the event of the interruption, postponement or cancellation of an insured production as a direct result of the action of a Civil Authority acting within the Belgium and territories as agreed in the Schedule, that revokes your permission to use or prohibits access to property or facilities within your care, custody or control used or to be used in connection with such production and occurring during the term of coverage.
2. **LIMIT OF LIABILITY**
As specified in the Schedule
3. **DEDUCTIBLE**
As specified in the Schedule
4. **SPECIAL CONDITION**
This Coverage shall apply for a period of up to five (5) consecutive days from the date of the action of the Civil Authority.
5. **EXCLUSIONS**
WE WILL NOT PAY ANY LOSS INCURRED DUE TO:
 - A. YOUR FAILURE OR INABILITY TO OBTAIN A PERMIT;**
 - B. YOUR FAILURE TO PROPERLY PROCESS OR COMPLETE ANY APPLICATIONS OR REQUIRED DOCUMENTS;**
 - C. YOUR FAILURE OR INABILITY TO COMPLY WITH, OR THE VIOLATION OF, ANY REQUIREMENT OR ANY PROCEDURE NECESSARY FOR THE ISSUANCE AND CONTINUANCE OF ANY PERMIT OR AUTHORIZATION;**



- D. REFUSAL OR REVOCATION OF ANY PERMIT OR AUTHORIZATION DUE TO A VIOLATION OF ANY EXISTING CIVIL OR CRIMINAL CODES;
- E. WEATHER OR WEATHER RELATED CONDITIONS, REGARDLESS IF YOUR PERMIT IS REVOKED BEFORE, DURING OR AFTER THE WEATHER RELATED CONDITIONS;
- F. TRAVEL OR TRANSPORTATION DELAYS RESULTING FROM THE ACTION OF A CIVIL AUTHORITY.

All other terms and conditions remain unchanged.

8. Strike

Section II. Coverage B, Extra expense, is extended to include loss (as defined in Paragraph) VII. Definition of Loss, directly or indirectly resulting from interruptions or delays in principal photography caused solely and directly by strikes, subject to the following:

1. the striking organization must not be directly involved in the entertainment industry;
2. the striking members are not directly employed by the entertainment industry;
3. the striking members are not directly employed by the union to which you are signatory.

This coverage extension is subject to a sub-limit and deductible as specified in the Schedule.

All other terms and conditions remain unchanged.

9. Computer Assisted Photography

Section II, Coverage B, Extra Expense, Paragraph V, Perils Insured, subparagraph b, is extended to include breakdown or malfunction of Computerized Systems and their components that are used to control, drive or instruct cameras.

Limit of Liability: As specified in the schedule

Deductible: As specified in the schedule

10. Mechanical Breakdown

Section II, Coverage B. Extra Expense sub section VI. Exclusion a, is amended as follows:

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 changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, or leakage of contents, unless caused by a peril not otherwise excluded; however, in respect to mechanical or structural defect or breakdown only, this exclusion shall not apply to:

- A. generators or camera equipment;
- B. property other than generators or camera equipment, subject to a Limit of Indemnity as specified in the Schedule.

Provided such equipment or property has been fully tested and proven to be in sound working condition at the commencement of filming.

All other terms and conditions remain unchanged.

11. Office Equipment & Furnishings

Section II Coverage D, Miscellaneous Equipment, is extended to include office equipment,



furnishings, furniture and fixtures, including leasehold improvements and betterments, subject to your legal liability, as follows:

Limit of Liability: As specified in the Schedule

Deductible: As specified in the Schedule

All other terms and conditions remain unchanged.

12. Money and Currency

Section II, Coverage D, Miscellaneous Equipment, is amended to include:

1. Property Covered: Money and currency
2. Where Covered:
 - 2.1. In locked safes and vaults secured on your premises and/or locations used as temporary production offices and/or in hotel safes.
 - 2.2. While in the custody of your approved agents in the course of and while performing their duties as agents.
 - 2.3. While on your business premises during the normal hours of business.
 - 2.4. Crossed cheques, crossed postal orders, crossed money orders, stamped national insurance cards, stamped pension cards, and national savings certificates.

No coverage shall attach hereunder in any circumstances other than as noted above.

3. Additional Provisions:
 - 3.1. Coverage attaches hereunder solely with respect to loss of money and currency arising out of fire, burglary and/or armed robbery. Burglary is defined as a loss which results from forcible entry to or exit from premises, safes, and/or locked property. Armed robbery is defined as a loss which results from the forcible taking of money at gunpoint or by similar physical threat.
 - 3.2. **NO LOSS SHALL ATTACH HEREUNDER FOR LOSS OF MONEY AND CURRENCY ARISING OUT OF MYSTERIOUS OR UNEXPLAINED DISAPPEARANCE, NOR FOR SHORTAGE DISCLOSED UPON TAKING OF INVENTORY.**
4. Warranties:

You warrant that your agents will make every effort to secure money and currency overnight in safes whenever available at locations other than your business premises. Failure to fulfill this warranty shall relieve us from all obligations under this coverage to the extent that a loss is suffered or increased by that failure.
5. Limit of Liability:

In respect of 2.1 – 2.4 inclusive: as specified in the Schedule
6. Deductible:

In respect of 2.1 – 2.3 only: as specified in the Schedule

All other terms and conditions remain unchanged.

13. Hired Vehicle Physical Damage Deductible

Section II, Coverage D, Miscellaneous Equipment, Paragraph III, Deductible, subparagraph b, is amended to read as follows:

- III. Deductible

- b. With respect to loss of, damage to, or destruction of vehicles, in respect of vehicles valued up to as agreed in the Schedule, the deductible as specified in the Schedule shall be deducted from each adjusted claim hereunder.
In respect of vehicles exceeding value as agreed in the Schedule, the deductible is to be negotiated on a case by case basis.

All other terms and conditions remain unchanged.

14. Electronic Data Processing

Section II, Coverage D, Miscellaneous Equipment, is amended as follows:

1. **Insuring agreement**
We agree to pay the value of Electronic Data Processing (EDP) Equipment (including its component parts) and Software (including Data and Media, unused Media and Computer Programs) which are your property or the property of others leased or rented to you or under your control and for which you are legally liable, and which is lost, damaged or destroyed during the term of coverage as a direct result of a covered peril (as defined in Paragraph IV. Perils Insured). In addition, we will cover you for the necessary Extra Expense, as defined, that you incur in order to continue as nearly as practicable the normal operation of your business as a direct result of physical loss or damage (except as may be excluded) as a result of a covered peril to EDP Equipment and Software.
2. **Limit of liability**
Each loss shall be adjusted separately and in no event will we pay in excess of:
 - 2.1. **EDP Equipment:**
Included within Equipment Limit - each occurrence or each production
 - 2.2. **Software, Media, Data and Computer Programs:**
As specified in the Schedule
 - 2.3. **Extra Expense:**
Included within the Extra Expense Limit - each occurrence or each production
3. **Deductible**
As specified in the Schedule.
4. **Extensions of coverage**
 - 4.1. We cover loss suffered to EDP Equipment and Software, and resulting Extra Expense, as defined, due to electrical currents artificially generated when originating outside of the EDP Equipment or its components, whether off or on premises.
 - 4.2. We cover Extra Expense, as defined, sustained when as a direct result of a covered peril (as defined in Paragraph V, Perils Insured), the air conditioning system or electrical system necessary for your data processing system, is so damaged as to reduce or suspend your ability to perform the operations normally performed by the data processing system, subject to a maximum of €10,000 each occurrence or each production.

5. PROPERTY WE DO NOT COVER

WE WILL NOT PAY FOR LOSS OR DAMAGE TO ANY OF THE FOLLOWING:

- 5.1. **Property RENTED OR LEASED TO OTHERS, OR INTENDED TO BE RENTED OR LEASED TO OTHERS;**
- 5.2. **ANY DATA WHICH CANNOT BE REPLACED WITH OTHERS OF THE SAME KIND OR QUALITY, UNLESS SUCH ITEMS ARE COVERED FOR A SPECIFIC AMOUNT PER ARTICLE AND SUCH ITEMS AND VALUES PER ARTICLE ARE ENDORSED HEREON;**
- 5.3. **VOICE COMMUNICATION SYSTEMS INCLUDING THEIR OPERATING PROGRAMS, UNLESS COVERAGE HAS BEEN ADDED TO THIS POLICY BY ENDORSEMENT;**
- 5.4. **ACCOUNTS, BILLS, EVIDENCES OF DEBT, MONEY, VALUABLE PAPERS, RECORDS, ABSTRACTS, DEEDS, MANUSCRIPTS OR OTHER DOCUMENTS EXCEPT AS THEY HAVE BEEN CONVERTED TO DATA PROCESSING MEDIA FORM, AND THEN ONLY IN THAT FORM.**



6. SPECIAL EXCLUSION

WE WILL NOT PAY FOR LOSS OR DAMAGE RESULTING FROM ERRORS IN MACHINE PROGRAMMING OR INSTRUCTIONS TO THE MACHINE.

7. Special valuation

- 7.1. Data or Computer Programs not specifically listed by endorsement on this policy shall be valued at the actual cost of reproduction, provided that the Data or Computer Programs are replaced or reproduced. If the Data or Computer Programs are not replaced, we will only pay for blank Media similar to that on which the Data or Computer Programs were recorded.
- 7.2. With respect to Media, we will pay the actual cost to repair or replace the property with material of the same kind or quality.
- 7.3. Data, Media or Computer Programs that are listed by endorsement on this policy shall be valued at the amount per item specified on the endorsement. The listed amount shall be the agreed value for the purpose of this coverage.

8. Definitions

- 8.1. **COMPUTER PROGRAMS** means data used to direct the computer equipment, including diagrams or other records which can be used to reproduce programs.
- 8.2. **DATA** means facts, concepts or instructions which are converted to a form usable in your data processing operations, including computer programs.
- 8.3. **ELECTRONIC DATA PROCESSING EQUIPMENT** means machines, or a network of machines, whose function is the acceptance and processing of Data in accordance with a plan or Computer Program.
- 8.4. The term **EXTRA EXPENSE** wherever used in this coverage is defined as the excess (if any) of the total cost during the period of restoration of the business over and above the total cost of such operation that would normally have been incurred during the same period had no loss occurred; the cost in each case to include expense of using other property or facilities of other concerns or other necessary emergency expenses.
Any salvage value of property acquired for the purpose of reducing any loss, which may be sold or utilized by you upon resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.
- 8.5. **MEDIA** means materials on which Data are recorded or stored.
- 8.6. **SOFTWARE** means any combination of DATA, MEDIA or COMPUTER PROGRAMS.
- 8.7. **VOICE COMMUNICATION SYSTEMS** means telephone systems, telephone switchgear including operating programs and related software, voice terminals, telephone circuit packs, and other such equipment and component parts whose function is the transmission of voice communications.

All others terms and conditions remain unchanged.

15. Equipment coverage attached to UAV/Drone

Section II, Coverage D, Miscellaneous Equipment, is extended to include the equipment attached to the drone while filming, subject to your legal liability, but excluding damages to or caused by the drone itself, as follows:

Limit of indemnity: As specified in the Schedule

Deductible: As specified in the Schedule

All other terms and conditions remain unchanged.

16. Negative Film – Operator Error

Section III. A. Negative Film, Section VIII, Exclusions, items (c) and (d) are amended hereunder as follows:



Paragraph (c) is deleted and replaced by the following:

- (c) Faulty manipulation or judgment of the camera operator or assistants. The Limit of Liability is as specified in the Schedule subject to a deductible as specified in the Schedule.

Paragraph (d) is deleted and replaced by the following:

- (d) Error(s) of judgment in exposure, lighting or sound recording. The Limit of Liability is as specified in the Schedule per occurrence and per production subject to a deductible as specified in the Schedule.

All other terms and conditions remain unchanged.

17. Negative Film Warranty amendment

Section III, Coverage A. Negative Film, Paragraph IX. Warranty, is amended as follows:

You warrant that:

- a. Artwork, drawings, software and related material (hereinafter referred to as "source material") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first.

If the source materials have been photographed, or used as intended in the production process, then damage to the same source material will not be considered a loss hereunder, except to the extent that the property covered in Paragraph I. is damaged and you have complied with the above.

- b. You will not accumulate for shipping undeveloped exposed negative for a period in excess of three (3) shooting days or five (5) consecutive days, whichever is less.
- c. Any shipment of entire original developed negative will be reported to and approved by us prior to shipping.

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

All other terms and conditions remain unchanged.

18. Faulty Stock – Operator Error

Section III. B. Faulty Stock, Section VII, Exclusions, items (a) and (b) are amended hereunder as follows:

Paragraph (a) is deleted and replaced by the following:

- (a) Faulty manipulation or judgment of the camera operator or assistants. The Limit of Liability is as specified in the Schedule subject to a deductible as specified in the Schedule.

Paragraph (b) is deleted and replaced by the following:

- (b) Error(s) of judgment in exposure, lighting or sound recording. The Limit of Liability is as specified in the Schedule subject to a deductible as specified in the Schedule.

All other terms and conditions remain unchanged.



19. Faulty Stock Warranty

Section III, Coverage B. Faulty Stock, Paragraph VIII. Warranty, is amended as follows:

You warrant that:

- a. Artwork, drawings, software and related material (hereinafter referred to as "source material") used to generate computer images and animation cels will be retained until your legal liability is exhausted or a protection print has been completed or expiration of this coverage, whichever comes first.
If the source materials have been photographed, or used as intended in the production process, then damage to the same source material will not be considered a loss hereunder, except to the extent that the property covered in Paragraph I. is damaged and you have complied with the above.
- b. You will not accumulate for shipping undeveloped exposed negative for a period in excess of three (3) shooting days or five (5) consecutive days, whichever is less.
- c. Any shipment of entire original developed negative will be reported to and approved by us prior to shipping.

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

All other terms and conditions remain unchanged.