



Lloyd's Insurance

Effected through

Entertainment Risk Management Limited

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London EC3M 4BS

Tel +44 (0)20 7553 5952

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Notwithstanding anything to the contrary contained herein this Certificate does not cover loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness where of this Certificate has been signed at the place stated and on the date specified in the Schedule by

FILM PACKAGE SCHEDULE OF INSURANCE

Certificate No.
Contract No.

Name of the Insured:
Address of the Insured:

Interest: In respect of the production entitled: “ ” and as more fully defined in the wording FLMPKG.WDG (01/01/16) and any Endorsements attaching to and forming part of this Certificate.

Estimated Gross Production Costs:
Period of Pre-Production:
Period of Principal Photography:
Location of Filming:
Film Processing Laboratory:

Security: 100% Lloyd's Underwriters
Premium:
Tax:

The risk and sum insured hereunder

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u> <u>Any One Occurrence</u>	<u>DEDUCTIBLE</u> <u>Each & Every Loss</u>
Section I A. Extended Pre-Production Cast Insurance B. Cast Insurance		
Section II Negative Film and Videotape Faulty Stock, Camera & Processing		
Section III A. Props, Sets and Wardrobe B. Miscellaneous Equipment C. Third Party Property Damage D. Extra Expense		
Section IV Office Contents		
Section V A. Money / B. PA Assault		

PERIOD OF INSURANCE:

Section I A. Extended Pre-Production Cast Insurance B. Cast Insurance
Section II Negative Film and Videotape Faulty Stock, Camera & Processing
Section III A. Props, Sets and Wardrobe B. Miscellaneous Equipment C. Third Party Property Damage D. Extra Expense
Section IV Office Contents
Section V A. Money / B. PA Assault

SCHEDULE OF INSURED PERSONS:

Section I Cast Insurance

No cover until names of cast persons are advised to and accepted by Underwriters whereupon Accident Risks Only cover will apply pending receipt of satisfactory declaration of healths and subject to an exclusion in respect of any loss or losses arising from hazardous pastime activities unless notified and agreed by Underwriters.

DATED IN LONDON the

Authorised Representative

Certificate No:

Name of the Insured:

SCHEDULE A

SECTION V.A. MONEY

<u>Coverage</u>	<u>Sums Insured</u>
Loss of money from any cause whatsoever whilst	
A. in transit in the custody of the Insured or his authorised representative, to and from the Bank or Post Office and the Insured's premises or whilst on location.	GBP
B. within any of the premises specified in the Schedule	
I) when open for business and not left unattended.	GBP
II) when closed for business or left unattended, BUT limited to GBP250 any one loss unless such money is in a locked safe or strongroom.	GBP
C. contained in the private residences of the Insured or of a principal or employee of the Insured.	GBP
D. contained in a Bank Night Safe until removed by a Bank Official.	GBP
E. contained in hotel safes overnight.	GBP
F. loss of or damage done by thieves to safes, or strongroom or any case, bag, or waistcoat containing money insured herein.	GBP
G. loss of or damage to the clothing of any principal or employee of the Insured as a result of an assault on such principal or employee by any person stealing or attempting to steal money insured herein.	GBP
H. Crossed cheques, crossed giro cheques, crossed bankers draft, crossed money orders, crossed postal orders, used national insurance stamps, national savings certificates, credit company sale vouchers and VAT Purchase Invoices.	GBP 250,000

DEDUCTIBLE: GBP each and every loss.

SECTION V.B. - MONEY (INJURY BY ASSAULT)

<u>Coverage</u>	<u>Sums Insured</u>
A. Death	GBP
B. Loss of limb(s) (one or more) and/or loss of eye(s) (one or both)	GBP
C. Permanent total disablement other than loss of limb(s) and/or loss of eye(s)	GBP
D. Temporary total disablement. A sum per week equivalent to the injured person's gross weekly earnings at the time of the assault or GBP 200 per week, whichever is less.	

DEDUCTIBLE: Nil

Authorised Representative

Dated:

SECTION I.A. EXTENDED PRE-PRODUCTION CAST INSURANCE

I. INSURING AGREEMENT

- a. Underwriters agree to pay the Insured such ascertained net loss (as defined in paragraph IV.) as the Insured shall directly and solely sustain by reason of any person designated for insurance herein being necessarily prevented by their death, injury or sickness occurring during the period of insurance afforded by this Section, (a) from commencing or completing their respective duties or performances during the extended pre-production period described herein, or (b) from commencing Principal Photography (including the normal pre-production period thereof), of the insured production(s).
- b. Underwriters further agree to pay to the Insured such loss (as defined in Section I.B. Paragraph IV.), as may directly result from the kidnapping of any person designated for insurance. Kidnapping means the involuntary taking and holding of any such person by others.

II. LIMIT OF LIABILITY AND DEDUCTIBLE

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

III. TERM OF COVERAGE

Coverage under this Section shall apply only during the period of time shown in the certificate.

IV. DEFINITION OF LOSS

- a. "Loss" as used in this coverage extension shall mean any extra expenditure incurred by the Insured prior to the commencement of Principal Photography (including the normal pre-production period thereof) of the insured production(s) over and above the expenditures which but for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred prior to the commencement of Principal Photography.
- b. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably and practically prevents the commencement of Principal Photography of the insured production(s), the Insured shall have the option to abandon the production and claim under this Section for such actual expenditures 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.
- c. "Extra Expenditures" as used herein refers to the same costs as defined in Paragraph XIII of the General Certificate Conditions of this certificate, attached hereto.

V. SPECIAL CONDITIONS

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

- a. The Insured agrees that each person to be Insured hereunder shall be examined not more than seven working days prior to the commencement of this coverage extension, and in accordance with the other provisions of Paragraph III. c of Section I.B. - Cast Insurance.
- b. Underwriters shall have the right of re-examination of the person(s) designated for this insurance and, if requested, the Insured agrees to have such persons re-examined not more than 21 days prior to the first date of Principal Photography of the insured production(s).
- c. Underwriters shall have the right to incorporate and apply any new restrictions, limitations or exceptions determined as a result of such re-examination within the terms and conditions of coverage provided under Section I.B. - Cast Insurance.

VI. GENERAL CERTIFICATE CONDITIONS:

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

SECTION I.B. CAST INSURANCE

I. INSURING AGREEMENT

Underwriters agree to pay to the Insured such loss (defined in Paragraph IV.), as:

- a. the Insured shall directly and solely sustain by reason of any person designated for insurance and appearing in or contracted to work on the insured production(s). Such person must be necessarily prevented by their death, injury or sickness, occurring during the period of the insurance afforded by this Section, from commencing, continuing or completing their respective duties or performances in such production.
- b. may directly result from the kidnapping of any person designated for insurance. Kidnapping means the involuntary taking and holding of any such person by others.

II. LIMIT OF LIABILITY AND DEDUCTIBLE

Underwriters limit of liability with respect to any one occurrence shall not exceed the amount:

- a. stated in connection with the insured production(s);
- b. less the deductible stated in this Certificate for each separate loss.

III. SPECIAL CONDITIONS

a. Term Of Coverage

1. Coverage under this Section begins on the effective date shown in this Certificate, and shall continue until the expiration or cancellation date of this Section or the certificate, whichever shall first occur.
2. The Insured shall advise Underwriters of the exact date of completion of Principal Photography of the insured production(s) within seven (7) days of such completion.

SECTION I.B. CAST INSURANCE(Cont'd)

III. SPECIAL CONDITIONS (Cont'd)

b. Extension of Principal Photography

In the event that the Principal Photography of the insured production(s) has not been completed by the termination date of the coverage, the insurance afforded by this Section shall, upon prior notification and acceptance by Underwriters, be extended until completion of Principal Photography, subject to the payment of additional premium.

c. Medical Examination Commencement of Coverage

1. The Insured agrees to have the persons designated for insurance examined not more than 21 days prior to the first day of coverage of the insured production(s) by a duly qualified physician designated or approved by Underwriters. Such physician shall submit to Underwriters a medical questionnaire and certificate:
 - a. on approved forms;
 - b. signed by the examinee and the physician.
2. If the physicians recommended by Underwriters are not available for completion of the medical examinations, permission is given to use any registered physician available (other than the examinee's personal physician).
3. Underwriters agree to review the medical certificate promptly, and to advise the Insured within two (2) working days after receipt by Underwriters of the medical certificate of their approval or of any reservations, exceptions or restrictions.
4. The coverage provided by this Section is subject to receipt of the medical certificate and approval thereof by Underwriters. It is understood that Underwriters' right of medical approval shall be based on the medical examination and case history of the person examined. Should Underwriters for any reason make any reservation, exception or restriction with respect to the insurability of any person designated for insurance, the provisions of Paragraph I., Insuring Agreement, are inapplicable to the extent that the condition(s) referred to in said reservation, exception or restriction directly or indirectly causes a loss (defined in Paragraph IV.). Coverage may commence sooner in the following circumstances:
 - a. Coverage for any person designated for insurance under this Section shall be for accidental causes and kidnapping only pending receipt and clearance of a satisfactory medical examination report.
 - b. Coverage for all other perils insured hereunder shall commence once a satisfactory medical report has been approved by Underwriters.
5. It is agreed that in consideration of a Medical Affidavit of Good Health being made by the Insured on approved forms as respects guest artists, coverage is extended to include such guest artists ninety-six (96) hours prior to the commencement of Principal Photography of an individual television episode. If any guest artist is scheduled to appear in five (5) or more episodes of any one series, a medical certificate will be required.

d. Overlapping Productions

In the event that any person accepted for insurance under this Section:

1. is being filmed in two or more productions in which the periods of Principal Photography overlap; and
2. which productions are insured hereon;
such person shall be the subject of the insurance afforded by this Section only for the production first declared until their work in the Principal Photography of that production has been completed. Underwriters may, at their sole option, consent in writing to such person being the subject of this insurance while such person is being filmed in two or more productions.

e. Insured's Obligation

It is warranted that the Insured will use due diligence to ascertain that any persons designated for insurance are in sound physical condition and of good health as respects their anticipated duties immediately prior to the attachment of any coverage & when filming abroad ensure that all members of cast have the recommended & necessary immunisations/vaccinations as recommended by Government Health Authorities.

IV. DEFINITION OF LOSS

- a. "Loss" as used in this coverage shall mean any extra expenditure incurred by the Insured in completing Principal Photography of the insured production(s) over and above the expenditure, which except for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing Principal Photography. The word "expenditure" refers to the same costs as defined in Paragraph XIII of the General Certificate Conditions.
Extra Expenditures does not mean any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any:
 1. schedule deadlines;
 2. delivery dates;
 3. release dates;
 4. air dates; or
 5. any other completion date;whether or not such loss, damage, expense or liability occurs in conjunction with a loss otherwise covered under this certificate.
- b. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably, practically and necessarily prevents completing the insured production(s) irrespective of any completion and or delivery date requirements, The Insured can opt to abandon the production subject to Underwriters prior agreement and claim under this Section for such actual expenditures incurred prior to and during production as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I.
- c. Underwriters shall not be required to accept an abandonment unless it can obtain all rights, titles and interests in all underlying works, as well as films or tapes and all copies and related material thereof for the production.

SECTION I.B. CAST INSURANCE(Cont'd)

V. EXCLUSIONS

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

- a. any insured person taking part in flying other than as a passenger;
- b. any insured person taking part in any hazardous stunt, without the written consent of Underwriters;
- c. the inability of any insured female to perform as a result of pregnancy, menstruation, child birth or conditions pertaining thereto;
- d. any insured person under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis, diphtheria;
- e. loss of money, securities, or other consideration surrendered as a ransom payment by the Insured as a result of kidnapping or alleged kidnapping; or
- f. loss as a result of a criminal act by the insured or the named cast person.

VI. LOSS PROCEDURE (Notice of Incapacity and Right of Medical Examination)

Immediately after the Insured is made aware of any insured person being unable to commence or continue their duties as a result of which a claim might arise, the Insured shall:

- a. notify Underwriters; and
- b. procure and immediately forward to Underwriters the certificate of a duly qualified physician which shall detail fully the circumstances in which the incapacity arises.
- c. ensure and preserve to Underwriters the continuing right of examination, at all reasonable times by its own appointed physician, of any insured person whose incapacity may lead to a claim; failure by the Insured to comply with any of these conditions will prejudice Underwriters and shall therefore release Underwriters from any liability in connection therewith.

VII. GENERAL CERTIFICATE CONDITIONS

The General Certificate Conditions apply to the coverage provided under this Section I.B.

SECTION II. NEGATIVE FILM AND VIDEOTAPE

I. INSURING AGREEMENT

Underwriters agree to pay to or on behalf of the Insured such loss (defined in Paragraph VI.) as the Insured shall sustain as a result of loss of, damage to, or destruction of physical material defined as raw film or tape stock, exposed film (developed or undeveloped), videotape, matrices, lavenders, interpositives, positives, working prints, cutting copies, fine grain prints, colour transparencies, cells, art work and drawings, and software and related material used to generate computer images, sound tracks and tapes used in connection therewith, caused by an insured peril (defined in Paragraph IV.), while such property is used or to be used in connection with an insured production(s).

II. LIMIT OF LIABILITY AND DEDUCTIBLE

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

III. TERM OF COVERAGE

Coverage under this Section commences on the effective date of the Negative film and Videotape shown. Unless otherwise endorsed, coverage for any insured production(s) shall continue until the earliest of (a) the date on which a Protection Print and/or Duplicate Tape has been completed and stored in an area physically separated from the original negative and/or tape; (b) thirty (30) days after completion of Post Production; (c) the expiration date of the certificate; or (d) cancellation.

IV. PERILS INSURED

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

V. EXCLUSIONS

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

- a. The use of faulty materials, faulty equipment, faulty developing, editing, or faulty processing.
- b. accidental erasure of videotape recordings or sound tracks.
- c. accidental exposure to light.
- d. deterioration, aridity, atmospheric dampness or changes in temperature
- e. intentional destruction of any insured property or at the direction of the Insured.
- f. exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recording or reproduction(s) of such videotape recordings.
- g. faulty manipulating, or errors of the camera operator or of the assistants.
- h. errors in judgement in exposure, lighting or sound recording, or from the use of incorrect type of camera, lens, raw film or tape stock or media software, programming errors or design defects in software or operating instructions to machinery; or loss of, or damage to software as a result or in consequence of a Virus or Similar Mechanism or resulting from Hacking.
- i. exposure of videotape and videotape recordings and equipment to extreme temperatures, unless due to a peril otherwise covered, or unless beyond the control of the Insured.

SECTION II. NEGATIVE FILM AND VIDEO TAPE (Cont'd)

V. EXCLUSIONS (Cont'd)

- j. loss of, damage to, or destruction of back-up tape, cut-outs, unused footage or library stock.
- k. delay in delivery of raw film or tape stock or media/software.
- l. X-rays, X-ray systems, fluoroscopic inspection devices, electromagnetic radiation, radioactive contamination, exposure to radioactive materials, all whether controlled or uncontrolled and whether such loss be proximate or remote, however this exclusion shall not apply provided all reasonable precautions have been taken and the exposed or unexposed negative is properly identified as such, and carried as hand luggage and accompanied at all times;
- m. shortage of inventory or any unexplained loss or mysterious disappearance.

VI. DEFINITION OF LOSS

- a. "Loss" as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same costs as defined in Paragraph XIII. of the General Certificate Conditions) incurred by the Insured in completing the insured production(s) over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing the insured production(s), however, excluding any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates or any other completion date, whether or not such loss, damage, expense or liability occurs in conjunction with a loss otherwise covered under this certificate.
- b. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably, practically and necessarily prevents completing the insured production(s) irrespective of any completion and/or delivery date requirements, the Insured shall have the option to abandon the production subject to Underwriters prior agreement and claim under this Section for such actual expenditures incurred prior to and during production as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I.
- c. Underwriters shall not be required to accept an abandonment unless they can obtain all rights, titles and interests in all underlying works, as well as films or tapes and all copies and related material thereof for the production.

VII. SPECIAL WARRANTIES

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

- a. It is warranted by the Insured that artwork drawings, software and related material used to generate visual images, and computer images and animation cells are to be kept until suitable and acceptable protection copies have been made of the insured production(s). Damage or loss to any of these materials and drawings which have already been used to generate satisfactory visual images shall not result in a loss under this certificate unless the material used to record the visual images is also damaged, requiring reproduction of the original material as well as the recorded material.
It is further warranted that wherever possible The Insured must maintain up to date duplicate copies of software programmes & store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held.
- b. It is warranted by the Insured that unprocessed negative film will be sent for processing as soon as practicable, but in no event in excess of the processing intervals declared as at the time of commencement of cover, unless otherwise endorsed hereon.
It is further warranted that all developed negative film and recorded videotape material will be checked for technical acceptability as soon as is reasonably practical after processing and/or recording. The format used for checking should be to a standard for all elements of technical acceptability including but not limited to soft focus, accumulation of dirt and debris, negative scratches and videotape dropout, can be seen and identified at the time initial inspection takes place. In the event that the accumulated material exceeds material from a shooting period of up to 72 hours Underwriters liability will be restricted to the costs of reproducing/reinstating material for said period i.e. 72 hours.
- c. It is warranted by the Insured that cameras, lenses and related equipment, including sound equipment are fully tested by the Insured in accordance with the highest standards of the industry and proved to be sound at the commencement of filming or taping of any insured production(s).

VIII. FAULTY COVERAGE EXTENSION

In consideration of the payment of Additional Premiums as stated or included in the Declarations or Endorsements attached hereto and the declarations of "FAULTY" Coverage hereon, the specific perils listed in Exclusion a-c. shall be covered as the "FAULTY" Coverages provided hereunder, subject to the terms and conditions of such Declarations or Endorsements.

IX. DEFINITIONS

- a. COMPUTER PROGRAMMES 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 that are converted to a form which is usable in any form of data processing operations, including programmes.
- c. MEDIA means materials on which Data are recorded or stored.
- d. SOFTWARE means any combination of DATA, MEDIA or COMPUTER PROGRAMMES.

X. GENERAL CERTIFICATE CONDITIONS

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

SECTION III.A. PROPS, SETS AND WARDROBE

I. INSURING AGREEMENT

Underwriters agree to pay to or on behalf of the Insured the value or props, sets, scenery, costumes, wardrobe and similar theatrical property owned by the Insured, or which is the property for which the Insured is legally liable for, that is lost, damaged or destroyed during the term of coverage (defined in Paragraph IV), caused by the perils insured against, and while such property is in the Insured's care, custody or control and is being used in connection with the insured production(s), including loss of use of property of others for which the Insured is legally liable.

II. PROPERTY NOT COVERED

This coverage does not insure:

- a. cameras, camera equipment, sound and lighting equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment, mobile dressing room and honey wagon trailer units, and similar miscellaneous equipment;
- b. plant life, (unless used as part of a theatrical set), animals, accounts, bills, currency or money, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports and railroad, airline or other tickets;
- c. permanent buildings or structures, including, but not limited to, improvements and betterments. This exclusion does not apply to buildings or structures constructed in connection with the insured production(s);
- d. furniture and fixtures unless used or intended to be used as part of theatrical set;
- e. aircraft (including gliders and hang-gliders), watercraft (value of which is in excess of GBP20,000, or the equivalent in any other currency), railroad cars or equipment, motorcycles, motor vehicles or other conveyances, except (1) while being used as part of a theatrical set and not in motion, or (2) while in transit to and from a set and not being self-propelled;
- f. film, videotape soundtracks unless used as a prop on a theatrical set.

III. LIMIT OF LIABILITY AND DEDUCTIBLE

- a. Underwriters limit of liability for any one occurrence shall not exceed the amount stated in connection with the insured production(s), except that with respect to antiques, objects of art, rugs, furs, jewellery, precious or semiprecious stones/metals/alloys, Underwriters shall not be liable for more than GBP25,000 (or the equivalent in any other currency), with respect to any one occurrence.
- b. Underwriters liability for loss shall only be to pay the amount less the deductible stated in this certificate for each separate loss.

IV. TERM OF COVERAGE

Coverage under this Section commences and expires as stated in this Certificate.

V. PERILS INSURED

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

VI. EXCLUSIONS

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

- a. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents, or wet or dry rot;
- b. damage sustained while the property is being actually worked upon or loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than whilst in use on location);
- e. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;
- f. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured; or
- g. theft from unattended vehicles.
- h. personal effects of the production crew personnel unless prior declared to Underwriters for cover at policy inception.

VII. VALUATION

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

VIII. DEBRIS REMOVAL EXTENSION

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

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

As a direct result or consequence of the happening of an Insured Loss as defined in Paragraph I above.

The limit of liability in respect of this extension is GBP50,000.

IX. GENERAL CERTIFICATE CONDITIONS

The General Certificate Conditions apply to the coverage provided under this Section III.A.

SECTION III. B. MISCELLANEOUS EQUIPMENT

I. INSURING AGREEMENT

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

II. PROPERTY NOT COVERED

This coverage does not insure:

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

III. LIMIT OF LIABILITY AND DEDUCTIBLE

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

IV. TERM OF COVERAGE

Coverage under this Section commences and expires as stated in this Certificate.

V. PERILS INSURED

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

VI. EXCLUSIONS

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

- a. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents, or wet or dry rot;
- b. damage sustained while the property is being actually worked upon or loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open (other than whilst in use on location);
- e. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;
- f. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured; or
- g. theft from unattended vehicles.
- h. personal effects of the production crew personnel unless prior declared to Underwriters for cover at policy inception.

VII. VALUATION

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

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

VIII. GENERAL CERTIFICATE CONDITIONS

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

SECTION III. C. THIRD PARTY PROPERTY DAMAGE LIABILITY

I. INSURING AGREEMENT

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

II. LIMIT OF LIABILITY AND DEDUCTIBLE

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

III. TERM OF COVERAGE

Coverage under this Section commences and expires as stated in this Certificate.

IV. EXCLUSIONS

This coverage does not apply to:

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

V. DEFENSE, SUPPLEMENTARY PAYMENTS

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

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

VI. OTHER INSURANCE

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

VII. CONTINUING HIRE CHARGES EXTENSION

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

However

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

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

SECTION III. C. THIRD PARTY PROPERTY DAMAGE LIABILITY (Cont'd)

VII. CONTINUING HIRE CHARGES EXTENSION (Cont'd)

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

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

VII. GENERAL CERTIFICATE CONDITIONS

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

SECTION III. D. EXTRA EXPENSE

I. INSURING AGREEMENT

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

II. LIMIT OF LIABILITY AND DEDUCTIBLE

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

III. TERM OF COVERAGE

Coverage under this Section commences and expires as stated in this Certificate.

IV. PERILS INSURED

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

V. EXCLUSIONS

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

- a. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents.
- b. damage sustained while the property is being actually worked upon and directly resulting therefrom, nor loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow, hail, or wind damage to property stored in the open (other than whilst in use on location however this is subject to the insured taking all necessary precautions taking into account local terrain/weather conditions in order to protect such property);
- e. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured;
- f. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;
- g. loss of, or damage to, film, videotape or soundtracks; or
- h. loss of use or replacement of animals due to any cause.
- i. loss of, or damage to software and/or hardware as a result or in consequence of a Virus or Similar Mechanism or resulting from Hacking.

VI. SPECIAL EXCLUSION

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

VII. COVERAGE EXTENSION

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

SECTION III. D. EXTRA EXPENSE (Cont'd)

VIII. DEFINITION OF LOSS

- a. "Loss" as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same costs as defined in Paragraph XIII. of the General Certificate Conditions) incurred by the Insured in completing Principal Photography of the insured production(s) over and above the expenditure which but for the happening of any one or more of the occurrences specified in Paragraph I. would have been incurred in completing the Principal Photography, however, excluding any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates or any other completion date, whether or not such loss, damage, expense or liability occurs in conjunction with a loss otherwise covered under this certificate.
- b. In the event that the happening of one or more of the occurrences specified in Paragraph I. reasonably, practically and necessarily prevents the completion of Principal Photography irrespective of any completion and/or delivery date requirements, the Insured shall have the option to abandon Principal Photography subject to Underwriters prior agreement and claim under this Section for such actual expenditures incurred prior to and during Principal Photography as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Paragraph I.
- c. Underwriters shall not be required to accept an abandonment unless they can obtain all rights, titles and interests in all underlying works, as well as films or tapes and all copies and related material thereof for the production.

IX. GENERAL CERTIFICATE CONDITIONS

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

SECTION IV. OFFICE CONTENTS

I. INSURING AGREEMENT

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

II. PROPERTY NOT COVERED

This coverage does not insure:

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

III. LIMIT OF LIABILITY AND DEDUCTIBLE

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

IV. TERM OF COVERAGE

Coverage under this Section commences and expires as stated in this Certificate.

V. PERILS INSURED

This coverage insures against all risks of direct physical loss of or damage to the property described in Paragraph I. from any external cause, except as hereinafter excluded.

VI. EXCLUSIONS

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

- a. insects, vermin, inherent vice, latent defect, mechanical or structural defect or breakdown, wear, tear, gradual deterioration, dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, or leakage of contents.
- b. damage sustained while the property is being actually worked upon and directly resulting therefrom, nor loss or damage to any property undergoing construction, alteration, repair or testing, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- c. shortage of inventory or any unexplained loss or mysterious disappearance;
- d. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open.
- e. short circuit or other electrical injury, disturbance, or failure, unless fire ensues and then only for loss or damage caused by such fire;

SECTION IV. OFFICE CONTENTS (Cont'd)

VI. EXCLUSIONS (Cont'd)

- f. damage to or destruction of property caused by or resulting from intentional acts of the Insured, or at the direction of the Insured; or
- g. theft of portable laptop computers outside normal business hours unless such theft occurs from locked draws/cabinets.

VII. VALUATIONS

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

VIII. GENERAL CERTIFICATE CONDITIONS

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

**SECTION V. A & B - GLOSSARY MONEY INSURANCE AND MONEY INSURANCE
(INJURY BY ASSAULT) - (FOR GUIDANCE ONLY)**

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

MONEY

I. INSURING AGREEMENT

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

II. LIMIT OF LIABILITY AND DEDUCTIBLE

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

III. TERM OF COVERAGE

Coverage under this section commences and expires as stated in this certificate.

IV. PERILS INSURED

This coverage insures against all risks of direct physical loss or damage to the property described in Paragraph I. from any cause, except as hereinafter excluded.

V. EXCLUSIONS

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

SECTION V.A. MONEY (Cont'd)

VII. CONDITIONS

1. An accurate record shall be kept in the books of the Insured of all the money insured (including the names of all employees and the amount of wages, salaries or other earnings paid to them). The Insured shall at all times allow the Underwriters to inspect such books and within one month from the expiry of the period of insurance shall supply the Underwriters with an accurate statement of all the money insured in transit during the said period. An accurate record shall also be kept of all money in the safe(s) or strongroom(s) in some place other than the said safe(s) or strongroom(s).
2. It is a condition precedent to the liability of Underwriters that the protections and precautions provided for the safety of the insured money shall be in use at all times, and maintained in good order throughout the currency of this Insurance and in no way varied or removed without the written consent of Underwriters.
It is a condition precedent to the liability of Underwriters that all keys and duplicate keys of Safes, Strongrooms, and Alarms are removed from the Premises specified in the Schedule at all times when such Premises are closed or left unattended.
3. It is a condition precedent to the liability of Underwriters that following any happening likely to give rise to a claim the Insured will immediately:
 - a) inform the Police, and offer them all reasonable assistance in the apprehension of the person(s) responsible and the recovery of the money
 - b) give notification in writing to Underwriters
 - c) provide such information and assistance as Underwriters may reasonably require.
4. The Insured must have at least two (2) personnel accompanying all carryings of money exceeding GBP5,000, unless otherwise endorsed within this Certificate.

VIII. GENERAL CERTIFICATE CONDITIONS

The General Certificate Conditions apply to the coverage provided under this Section V.A.

SECTION V.B. MONEY INSURANCE (INJURY BY ASSAULT)

I. INSURING AGREEMENT

Underwriters will agree to pay to the Insured or their legal personal representatives the benefit as stated in the Certificate, for bodily injury sustained as a result of any person stealing or attempting to steal the money insured herein.

II. LIMIT OF LIABILITY

Underwriters' limit of liability with respect to any one occurrence shall not exceed the amounts stated in this Certificate.

III. TERM OF COVERAGE

Cover under this section commences and expires as stated in this Certificate.

IV. PERILS INSURED

This coverage insures against loss as described in Paragraph I. except as hereinafter excluded.

V. EXCLUSIONS

1. Any amount for weekly compensation (Item II of the Schedule) until the total amount has been ascertained and agreed and any such payments shall be deducted from any sum subsequently paid under Item I.
2. Weekly payments following any single disablement which exceed the period of the disablement or One Hundred and Four (104) consecutive weeks from the date of disablement whichever is the less.
3. Any person below the age of sixteen (16) or above the age of seventy (70).
4. Bodily injury death or disablement consequent upon or contributed to by the Insured person having any physical or mental defect or infirmity which was known to you or the Insured Person at inception and which has not been declared to and accepted in writing by Underwriters.

VI. CONDITIONS

1. In the event of an assault which causes or may cause disablement within the meaning of this Extension any injured person must as soon as possible place themselves under the care of a qualified medical practitioner.
2. Underwriters will not be liable to pay compensation unless the medical adviser(s) appointed by them be allowed as often as they deem necessary, to make an examination of the injured person.

VII. GENERAL CERTIFICATE CONDITIONS

The General Certificate Conditions apply to the coverage provided under this Section V.B. Money.

GENERAL CERTIFICATE CONDITIONS
Applicable To All Sections Of The Certificate

(These Conditions are listed alphabetically for convenience and in no order of preference or importance. Please be sure to read and understand all Conditions)

I. ABANDONMENT

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

II. ACCESS TO RECORDS AND EXAMINATION UNDER OATH

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

III. APPRAISAL

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

IV. CANCELLATION

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

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

B. APPLICABLE TO ALL SECTIONS OF THE CERTIFICATE

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

In the event the certificate or a specific coverage is cancelled by either party, the deposit premium for the certificate or the specific coverage shall be deemed fully earned unless and until the Insured submits a financial statement certified by an independent auditor approved by Underwriters and indicating the exact figure for incurred expenses on all budget items used to determine the earned premium at the time cancellation has become effective.

Underwriters using the rate indicated in the certificate shall return the difference between the deposit premium and the adjusted earned premium or the minimum premium indicated in the certificate or specific coverage should this minimum premium be greater than the adjusted earned premium. However, should the cancellation be effective prior to Principal Photography, the earned premium shall amount to twenty-five percent of the minimum premiums indicated in the certificate.

V. CHANGES

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

VI. CONCEALMENT OR MISREPRESENTATION

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

VII. CONFORMITY TO STATUTE

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

VIII. CONSEQUENTIAL LOSS EXCLUSION

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

GENERAL CERTIFICATE CONDITIONS (Cont'd)

IX. CONTRACT TERMS REQUIREMENT

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

X. DECLARATION

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

XI. DEFINITION OF INSURED

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

XII. DEFINITION OF PRODUCTION

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

XIII. DEFINITION OF PRODUCTION COST

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

XIV. DUE DILIGENCE

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

XV. INFIDELITY EXCLUSION

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

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

XVI. INSPECTION AND AUDIT

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

XVII. JOINT INSURED

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

XVIII. NO BENEFIT TO CARRIER OR BAILEE

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

XIX. NOTICE OF LOSS

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

GENERAL CERTIFICATE CONDITIONS (Cont'd)

XX. NUCLEAR EXCLUSION

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

XXI. OTHER INSURANCE

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

XXII. PAIR, SET OR PARTS

In the event of loss or damage to:

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

XXIII. PAYMENT OF LOSS

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

XXIV. POLLUTION EXCLUSION

Release, discharge, dispersal of "pollutants." "Pollutants" means any solid, liquid, gaseous or thermal irritants, or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

XXV. PROPERTY OF OTHERS

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

XXVI. PROTECTION OF PROPERTY

In case of loss, it shall be lawful and necessary for the Insured or their factors, servants and assigns, to sue, labour, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or Underwriters in recovering, saving and preserving the property insured, in case of loss, be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and Underwriters proportionately to the extent of their respective interests.

XXVII. STOP DATE LOSS

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

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

- a. if the need to incur the stop date loss is solely and directly the result of an insured loss, the stop date loss will be recoverable in full;
- b. if the need to incur the stop date loss arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonably be said that each contributed to the stop date loss, then the extent that each contributed shall be determined and an apportionment of the stop date loss shall be made;
- c. if the need to incur the stop date loss is in no way connected with an insured loss, no part of the stop date loss will be recoverable;
- d. all of the coverage considerations afforded by this paragraph are subject to the proviso that the performance contract term is sufficiently longer than the Insured's original scheduled time for completing Principal Photography so as to allow a reasonable margin of safety (being not less than two weeks after the end of their role within period of Principal Photography as notified to Underwriters) to cover possible delay in completing Principal Photography.

XXVIII. SUBROGATION

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

GENERAL CERTIFICATE CONDITIONS (Cont'd)

XXIX. TERRITORIAL LIMITS

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

XXX. TIME LIMITATIONS - SUIT

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

XXXI. UNINSURED EVENT EXCLUSION

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

XXXII. WAR RISK & GOVERNMENTAL AUTHORITY & CIVIL COMMOTION EXCLUSION

Underwriters shall not be liable for any loss caused directly or indirectly by:

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

XXXIII. JURISDICTION

Any dispute, controversy or claim arising out of or relating to this Insurance or the breach, termination or validity thereof shall be referred to the exclusive jurisdiction of the High Court of Justice in London.

XXXIV. PROPER LAW

This Insurance, including its construction, application and validity, shall be governed by and construed in accordance with the laws of England and Wales.

XXXV. TERRORISM EXCLUSION

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

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

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

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

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

XXXVI. BIOLOGICAL/CHEMICAL EXCLUSION

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

XXXVII. DEFERMENTS/GOODS AND SERVICES FREE OF CHARGE

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

GENERAL CERTIFICATE CONDITIONS (cont'd)

XXXVIII. PREMIUM PAYMENT CLAUSE (11/01 LSW3000)

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

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

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

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

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

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

XXXIX. PREMIUMS PAID

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

XXXX. E.U. DISCLOSURE CLAUSE (UK) (02/99 LSW1002)

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Policyholder & Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law.

The address is: Policyholder & Market Assistance,
Lloyd's Market Services, G6/86, Lloyd's, One Lime Street, London EC3M 7HA
Telephone: 020-7327-5693
Fax: 020-7327-5225
Email: complaints@lloyds.com

XXXXI. STUNTS/SPECIAL EFFECTS

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

XXXXII. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof to enforce any terms of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of the Act.

XXXXIII. SEVERAL LIABILITY NOTICE LSW 1001

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

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

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

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

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

GENERAL CERTIFICATE CONDITIONS (Cont'd)

XXXXV. DUPLICATE RECORDS

The Insured shall

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

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

XXXXVI. CLAIMS PROCEDURE

It is a condition precedent to the liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Insured shall:

1.
 - a) as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to Entertainment Risk Management Limited, 2nd Floor, 71 Fenchurch Street, London EC3M 4BS Tel: 020 7553 5952
 - b) confirm the facts in writing as soon as possible, with as much information as available;
 - c) make no admission of liability to a third party without the prior written consent of the Underwriters;
 - d) take all steps to minimise or avoid any loss hereunder;
 - e) at their own expense produce and furnish to Underwriters such book of accounts and other documents, proofs, information, explanation and other evidence as may be reasonably required by Underwriters for the purpose of investigating or verifying the claim to the satisfaction of Underwriters along with a statutory declaration of the claim if required by Underwriters.
 - f) forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.
2. as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Underwriters at such reasonable time and place as may be designated by the Underwriters or their representatives.
So far as is in their power the Insured shall cause their employees and all other persons interested in the Insured Performance(s) or Event(s), to comply with the foregoing.
No such examination under oath or examination of books or documents, nor any other act of the Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriters' liability.
3. as soon as is practicable render a signed and sworn proof of loss to the Underwriters or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
4. allow the Underwriters the right, if they so wish, to:
 - a) take such steps as they deem necessary to prevent, mitigate or minimise a loss.
 - b) take over and conduct the defence or settlement of claims made against the Insured that are covered by this Insurance.
 - c) pursue all rights or remedies available to the Insured whether or not payment has been made hereunder.
 - d) require independent medical examination of any Insured Person who gives rise to a claim hereunder.

XXXXXV. SANCTION LIMITATION AND EXCLUSION

It is hereby understood and agreed that Underwriters shall not be deemed to provide cover and Underwriters shall not 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 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 or United States of America