

SOLO THEATRICAL PROPERTY PRODUCTION PACKAGE POLICY



Policy Number: RMCSOLO000002
Renewal Policy Number: NEW



LIBERTY MUTUAL INSURANCE COMPANY
181 Bay Street, Suite 1000, Brookfield Place, Toronto, Ontario M5J 2T3

SOLO Theatrical Property Production Package Policy

Declarations

ITEM 1: NAMED INSURED AND MAILING ADDRESS:

As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

ITEM 2: NAMED INSURED E-MAIL ADDRESS:

As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

ITEM 3: POLICY PERIOD:

As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

ITEM 4: INSURED PRODUCTION(S):

As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

ITEM 5: RATING:

As on file with Insurer

ITEM 6: INSURANCE COMPANY ("COMPANY") AND CANADIAN HEAD OFFICE ADDRESS:

Liberty Mutual Insurance Company
1000 – 181 Bay Street
Toronto, Ontario
M5J 2T3
Canada

ITEM 7: BROKER NAME AND ADDRESS:

Front Row Insurance Brokers Inc.
602-1788 W Broadway
Vancouver, British Columbia V6J 1Y1
Canada



ITEM 8: PREMIUM:

As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

ITEM 9: CURRENCY:

CDN

ITEM 10: COVERAGE:

SECTION	COVERAGE	LIMIT OF LIABILITY	DEDUCTIBLE Each Loss
1	Theatrical Property	\$ As per each individual binder of insurance	\$ As per each individual binder of insurance
2	Actor's and Employee's Personal Property	\$ As per each individual binder of insurance	\$ As per each individual binder of insurance
3	Money and Securities	\$ As per each individual binder of insurance	\$ As per each individual binder of insurance

Item 11: FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

Endorsement Number 1 – Program Endorsement

INSURANCE IS PROVIDED AGAINST THOSE PERILS AND FOR THOSE COVERAGES UNDER THOSE SECTIONS FOR WHICH A SPECIFIC AMOUNT OR LIMIT OF LIABILITY IS SHOWN ON THE PREVIOUS PAGE OR IN SCHEDULES INCORPORATED HEREIN, SUBJECT TO ALL TERMS OF THE POLICY AND ALL FORMS AND ENDORSEMENTS MADE A PART THEREOF.

WHEN A DEPOSIT PREMIUM HAS BEEN CHARGED, THE ACTUAL PREMIUM SHALL BE DETERMINED ACCORDING TO THE TERMS OF THE DETERMINATION OF PREMIUM CLAUSES OR THE RATING SCHEDULES CONTAINED IN THIS POLICY.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary.

President

Secretary

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Liberty Mutual Insurance Company's insurance business in Canada.



SECTION 1 - THEATRICAL PROPERTY

I. INSURING AGREEMENT

The Insurer agrees to pay to or on behalf of the Insured the value of the following:

- A. Stage properties, set pieces, drops, curtains, masking pieces, costumes, wardrobe and similar theatrical property; and
- B. Cameras, camera equipment, including slides and films, sound and lighting equipment, portable electrical equipment, mechanical effects equipment, grip equipment and musical instruments; and
- C. Backstage property, office contents and tenant's improvements.

owned by the Insured, or which is the property of others (defined in Paragraph XVI of the General Conditions) for which the Insured is legally liable, that is lost, damaged or destroyed during the term of coverage, by the perils insured against, including loss of use of property of others for which the Insured is legally liable. It is agreed that property used by the Insured in the course of their operations will be insured and the foregoing will not be deemed to limit the property insured under this policy.

II. PROPERTY NOT COVERED

This coverage does not insure:

- A. 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;
- B. Permanent buildings or permanent structures;
- C. Any conveyances or their appurtenances unless as part of a theatrical set.

III. LIMIT OF LIABILITY AND DEDUCTIBLE

- A. The Insurer's limit of liability with respect to any one occurrence shall not exceed the amount stated in ITEM 10. Coverage of the Declaration(s) page, not to exceed seventy-five thousand dollars (\$75,000), except that with respect to furs, jewellery or precious or semiprecious stones/ metals/alloys, objects of art, rugs or antiques, the Insurer shall not be liable for more than ten thousand dollars (\$10,000).
- B. The Insurer's liability for any one occurrence shall be the amount in excess of the deductible stated in ITEM 10 of the Declaration(s) page.

IV. PERILS INSURED

This coverage insures against all risks of direct physical loss of, or damage to, the property described in Paragraph I., and not excluded under Paragraph II., from any external cause, except as hereinafter excluded.

V. EXCLUSIONS

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

- A. Insects, vermin, inherent vice, latent defect, mechanical, electrical short circuit or other electrical injury, disturbance, or failure, or structural defect or breakdown (except for loss or damage to generators, cameras, sound and lighting equipment, computer equipment and other electrical or electronic equipment being used by the Insured), wear, tear, gradual deterioration, dampness or dryness of



- atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, leakage of contents, or wet or dry rot;
- B. Damages 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;
 - 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. Theft from any automobile, or other vehicle, occurring while such is unattended, unless at the time of such theft the windows, doors and compartments of the vehicle are securely closed and locked and such theft results from forcible entry evidenced by visible marks. This exclusion shall not apply to property in the custody of carriers for hire or other parties over whom the Insured does not exercise control.

VI. VALUATION

The Property as described in Section I. Insuring Agreement and which is owned by the Insured, will be valued at the full cost to repair or replace the property (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.

All rented or borrowed property will be valued at the amount for which the Insured is legally liable, or the actual cash value as of the date and location of loss, damage or destruction, whichever is applicable.

In no event shall payment exceed the amount shown in ITEM 10 of the Declarations

VII. PAIR AND SET EXTENSION

The Insurer will pay for consequential loss to undamaged property which has become unusable as a complete item, due to physical loss or damage insured under this policy, to the other part or parts of the same pair or set.



SECTION 2 – ACTOR’S & EMPLOYEE’S PERSONAL PROPERTY

I. INSURING AGREEMENT

The Insurer agrees to pay to, or on behalf of, the Insured the value of personal property of Production Staff Member which is lost and/or damaged.

While such property is wholly or partly in the possession or control or under the supervision of the Insured or under that of any representative or while such property is in any theatre, building or other place covered by this policy (including rehearsal spaces and office premises owned or leased by the Insured); or when such property has been in any way shipped, forwarded or stored by the Insured or any representative, agent, servant or employee.

II. LIMITS OF LIABILITY

The Insurer’s limit of liability with respect to any one occurrence shall not exceed the amount stated in ITEM 10 of the Declaration(s), and not to exceed ten thousand dollars (\$10,000) for any one person, and twenty-five thousand (\$25,000) in the Aggregate for any one Insured Production.

III. DEDUCTIBLE

The sum stated under ITEM 10 of the Declarations, is the deductible for this section and shall be deducted from each adjusted claim hereunder.

IV. PERILS INSURED

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

V. EXCLUSIONS

This coverage does not insure direct or indirect loss 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, leakage of contents, or wet or dry rot;
- B. Damages 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. Rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open;
- D. Short circuit or other electrical injury, disturbance, or failure, unless fire ensues, and then only for the loss or damage caused by such fire;
- 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. Loss of use or replacement of animals due to any cause;
- G. Mechanical breakdown, except to computer-operated switchboards, scenery/moving controls and sound amplification/transmission systems;
- H. Software or programming error, or operator error;



VI. SPECIAL CONDITIONS

The coverages as defined above shall apply whether or not the act, fault or negligence of the Insured, their representatives, agents, servants or employees caused or contributed to the loss or damage. The Policy, however, shall not cover any loss or damage to the property of the Production Staff Member while such property is under the sole and exclusive control and supervision of the owner of the lost or damaged property.

VII. VALUATION

Property will be valued at the full cost to repair or replace the property (without deduction for depreciation) if the property is actually repaired or replaced within a reasonable period of time following the 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.



SECTION 3 – MONEY AND SECURITIES

I. INSURING AGREEMENT

The Insurer agrees to pay to, or on behalf of the Insured, covered loss resulting from:

1. Money and Securities.

A. The Insurer agrees to pay to the Insured for physical loss or damage of “money” and “securities” used in the Insured’s business operations that occurs:

1. from within an insured location;
2. from within a bank/savings premises;
3. outside while en route from a bank/savings institution;
4. while in the care and custody of the Insured, the Insured’s partners or employee who is authorized by the Insured to have the care, custody and control of “money” and “securities”;
5. while in the care and custody of an armored motor vehicle company, and
6. while in a hotelsafe.
7. which is the personal property of a Production Staff Member and wholly in or partly in possession or control or supervision of the Insured or under that of any representative or while such money

As respects 2 and 5 above, the Insurer will only pay for the amount of loss the Insured cannot recover under the Insured’s contract with, or the primary insurance provided by the bank and/or the armored motor vehicle company.

B. The Insurer agrees to pay to the Insured for physical damage to the Insured’s location caused by the actual or attempted illegal entry into the Insured’s location if the Insured is the owner or are legally liable for such damage.

2. Money

A. The Insurer agrees to pay to, or on behalf of the Insured, up to ten thousand (\$10,000) per claim, and for any one loss, for physical loss or damage of “money” which is the property of a Production Staff Member while such “money” is in the care and custody of the Insured, or the Insured’s representative, or while such money is in any theatre, building or other place covered by this policy (including rehearsal spaces and office premises owned or leased by the Insured), or when such money has been in any way shipped, forwarded or stored by the Insured or any representative, agent, servant or employee.

II. LIMITS OF LIABILITY

The Insurer’s limit of liability with respect to any one occurrence shall not exceed the amount stated in ITEM 10 of the Declarations, not to exceed ten thousand dollars (\$10,000).

III. DEDUCTIBLE

The sum stated under ITEM 10 of the Declarations, is the deductible for this section and shall be deducted from each adjusted claim hereunder.



IV. PERILS INSURED

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

V. PERILS EXCLUDED

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

- a. any dishonest or criminal acts by the Insured, any of the Insured's partners, employees, directors, officers, trustee or any authorized representative acting on the Insured's behalf whether acting alone or in collusion with others;
- b. Errors in bookkeeping, accounting, or billing;
- c. Unexplained or mysterious disappearance or shortage found upon taking of inventory;
- d. The giving or surrendering in any exchange or purchase;
- e. Forgery;
- f. Unauthorized electronic instructions which electronically transfers "money" and "securities" to a person or place outside the insured location;
- g. The Insured's inability to realize potential income, including but not limited to interest and dividends;
- h. The Insured's transfer or surrender of "money" and "securities" to a person or place away from the insured location as a kidnap, ransom or other extortion payment as a result of threat to do bodily harm or physical damage;
- i. Legal expenses, including but not limited to fees and costs;
- j. Physical damage to the Insured's location caused by fire; and
- k. Physical damage to glass or damage to lettering, ornamentation, tapes or foils on the glass at the Insured's location.

VI. DEFINITIONS

For the purposes of this coverage section the following are defined:

Money: means currency, bank notes, bullion and coins in current use which have a face value.

Securities: means all negotiable and non-negotiable contracts representing "money" or other property which includes revenue, stamps in current use, tokens and tickets, but does not include "money".

VII. PROPERTY EXCLUDED

This Coverage Section does not insure:

- a. Personal property which would normally be covered under any other Section 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 (except as covered under this Section as stated above);
- e. Buildings, except as provided in I.B. above;
- f. Aircraft;
- g. Watercraft;
- h. Automobiles;
- i. Film or tape, or recording or recording storage medium of any type;
- j. Railroad cars, locomotives, engines or railroad equipment unless otherwise endorsed hereon;



- k. Valuable papers, records, manuscripts or other documents.

VIII. VALUATION

The basis of determining the value of the property insured hereunder, shall be as follows:

- a. "Money" shall be determined by its face value. If the amount is not documented by the Insured before the loss occurs, payment will not exceed the amount that is reasonably estimated by Insurer.
- b. "Securities" will be determined by their actual cash value at the close of business on the day the loss was discovered or the actual cost of replacing them, whichever is less.



**GENERAL CONDITIONS
APPLICABLE TO ALL SECTIONS OF THIS POLICY**

I. ABANDONMENT

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

II. ACCESS TO RECORDS AND EXAMINATION UNDER OATH

The Insurer or its authorized representatives shall have access to all accounts, contracts, invoices and record of the Insured relating to any Insured Production at all times during the term of this Policy or while a claim is pending, at such reasonable time and place as may be designated by the Insurer or its 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 and their employees to submit to examination under oath by the Insurer or its representatives. No such examination under oath or examination of books or documents, nor any other act of the Insurer or its representatives in connection with the investigation of any claim hereunder, shall be deemed a waiver of any defence which the Insurer 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 the Insurer's liability.

III. APPRAISAL

If the Insured and the Insurer do not agree on the amount of 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 the Insurer will equally share any other appraisal expenses and the expense of the umpire. Even though the Insurer may submit to an appraisal, the Insurer will retain their right to deny the claim.

IV. CANCELLATION

The Policy may be cancelled by the Insured by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. The Policy may be cancelled by the Insurer by mailing to the Insured at the address shown in this Policy as a last known address written notice stating when not less than ninety (90) days thereafter such cancellation shall be effective, except that fifteen (15) days written notice will be given by the Insurer when cancellation is for nonpayment of premium. The mailing of such notice shall be sufficient proof of the notice and the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

In the event this Policy is cancelled by the Insured, the Insurer shall retain short rate earned premium hereunder for the period that this policy has been in force or the full Policy minimum premium, whichever is greater. If this Policy is cancelled by the Insurer, it shall retain the pro rata earned minimum premium hereunder for the period during which this Policy has been in force or the pro rata minimum premium, whichever is greater. Premium adjustment shall be made as soon as practicable after cancellation, but the failure of the Insurer to tender premium refunds at the time notice of cancellation is given shall not affect the validity of such notice.

V. CHANGES

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



VI. CONCEALMENT OR MISREPRESENTATION

Coverage for any Insured Production is void if the Insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

VII. CONFORMITY TO STATUTE

Terms of this Policy which are in conflict with statutes of the province wherein this Policy is issued are hereby amended to conform to such statutes.

VIII. DUE DILIGENCE

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of, or damage to, the property herein insured.

IX. INSPECTION AND AUDIT

The Insurer shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Insurer's 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 the Insurer in any manner whatsoever.

X. JOINT INSURED

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

XI. NO BENEFIT TO CARRIER OR BAILEE

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

XII. NOTICE OF LOSS

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

XIII. OTHER INSURANCE

In the event of a loss hereunder, this Policy shall pro-rate any loss or expense with any other insurance covering the same loss.

XIV. PAIR, SET OR PARTS

In the event of loss or damage to:

- a. Any article or articles 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 such loss or damage be construed to mean total loss of the pair or set; or

- b. Any part of property covered, consisting when complete for use, of several parts, the Insurer shall only be liable for the value of the part lost or damaged.

XV. 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 the Insurer, or after the Insurer reaches agreement with the Insured, or after entry of a final judgment, or after the filing of an appraisal award with the Insurer. No loss shall be paid or made good if the Insured has collected the same from others.

XVI. PROPERTY OF OTHERS

The Insurer may adjust losses with the owners of lost or damaged property, if such owners are other than the Insured. If the Insurer pays the owners, such payments will satisfy the Insured's claims against the Insurer for the owner's property. The Insurer will not pay the owners more than their financial interest in the insured property. The Insurer, at its own expense and with the consent of the Insured, may also elect to defend the Insured against suits arising from claims of owners of property. However, if the Insurer provides this defence, the Insurer's liability for any judgment or settlement shall not exceed the applicable limits of liability.

XVII. PROTECTION OF PROPERTY

In case of loss, it shall be lawful and necessary for the Insured or their factors, servants and assigns, to sue, labor, and travel for, in and about the defence, 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 the Insurer 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 the Insurer proportionately to the extent of their respective interests.

XVIII. SUBROGATION

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 the Insurer, sign and transfer such claims or right of action to the Insurer or, at the Insurer's option, execute and deliver to the Insurer the customary form of loan receipt upon receiving an advance of funds in respect of such loss, damage, expense or liability; and will subrogate the Insurer to, or will hold in trust for the Insurer, 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 at the expense of, the Insurer. It is further agreed that the Insured has the right to waive the Insurer's subrogation rights against the owner and/or management of any theatre building occupied by the Insured's Production insured herein as a part of the booking agreement, license agreement or lease under the terms of which such occupancy of the theatre building takes place.

XIX. TERM OF COVERAGE

Unless otherwise stated herein, the insurance afforded under this Policy commences on the effective date of the Policy as stated in ITEM 4 of the Declarations and shall continue until the expiration or cancellation date of the Policy or this coverage; however, the insurance afforded under this Policy is only with respect to specifically declared production(s).



XX. TERRITORIAL LIMITS

This Policy applies to productions presented anywhere in Canada.

XXI. TIME LIMITATIONS - SUIT

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

XXIX. LANGUAGE CLAUSE

English Text Clause

The “Insured” declare(s) and agree(s) that this Policy has been drawn in the English language in order to enable the coverages herein specified to be underwritten by Insurer offering the required coverages, thus permitting the use of the necessary applicable clauses in the language of their customary issuance and interpretation, thereby avoiding confusion, misinterpretation, and/or disparity of coverage which could otherwise be detrimental to their interest.

Clause De Texte

L'assuré déclare et convient que le présent document d'assurance a été rédigé dans la langue anglaise afin que la souscription des garanties exigées soit effectuée par des assureurs offrant les disponibilités requises, permettant ainsi l'usage des clauses nécessaires dans la langue de leur publication et de leur interprétation coutumière évitant toute confusion, erreur d'interprétation ou disparité de garantie qui pourraient autrement être préjudiciables à ses intérêts.

XXX. CONFORMITY WITH LAWS, TRADE SANCTIONS OR EMBARGOES

This Policy does not provide any cover for any business or activity to the extent that such cover would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sections, laws or regulations, including Canada, the United States of America, the European Union or the United Kingdom.

XXXI. NOTICE OF MEMBERSHIP IN LIBERTY MUTUAL HOLDING COMPANY INC.

1. While this Policy is in effect, the Named Insured is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is held in Boston, Massachusetts on the second Wednesday in April each year at ten o'clock in the morning.
2. The Named Insured shall participate in the distribution of any dividends declared by us for this Policy. The amount of the Named Insured's participation is determined by the decision of our Board of Directors in compliance with any laws that apply.



**GENERAL DEFINITIONS SECTION
APPLICABLE TO ALL SECTIONS OF THIS POLICY**

I. DEFINITION OF INSURED

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

II. DEFINITION OF INSURED PRODUCTION

Insured Production as used in this Policy shall mean declared production as stated on the ITEM 4 of the Declaration(s) page.

III. PRODUCTION STAFF MEMBER

Production staff member shall mean all cast, crew and other employees and volunteers working on the Insured Production.



**GENERAL EXCLUSIONS
APPLICABLE TO ALL SECTIONS OF THIS POLICY**

1. CONSEQUENTIAL LOSS EXCLUSION

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

2. ELECTRONIC DATE RECOGNITION EXCLUSION:

This policy does not insure any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- i the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar equipment or non-computer equipment, whether the property of the Insured or not; or
- ii any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

The exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

3. A. ELECTRONIC DATA EXCLUSION:

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is understood and agreed that:

- i This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes, but is not limited to, "Trojan Horses", "Worms", and "Time or Logic Bombs".

- ii However, in the event that a peril listed below results from any of the matters described in paragraph (i) above, this Policy, subject to all its terms, conditions and exclusion, will cover physical damage



occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

3. B. ELECTRONIC DATA PROCESSING MEDIA VALUATION:

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

4. INFIDELITY EXCLUSION

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

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

5. MICROORGANISM EXCLUSION:

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a. any physical loss or damage to insured property;
- b. any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c. any loss of use, occupancy, or functionality; or
- d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this policy that provides insurance in whole or in part, for these matters.

6. NUCLEAR EXCLUSION

This Insurer shall not be liable for any loss or damage caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct



or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.

7. POLLUTION EXCLUSION

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

8. TERRORISM EXCLUSION:

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

A Terrorism:

I) Any "act of terrorism" as described below:

An activity, including the threat of an activity or any preparation for an activity, that causes either damage to property, or injury to persons and appears to be intended to:

1. intimidate or coerce a civilian population, or
2. disrupt any segment of an economy, or
3. influence the policy of a government by intimidation or coercion, or
4. affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking, or
5. advance a political, religious or ideological cause.

II) Any act authorized by a governmental authority for the purpose of preventing, terminating, countering, or responding to any act or threat of terrorism or for the purpose of preventing or minimizing the consequences of any act or threat of terrorism.

9. WAR RISK AND GOVERNMENTAL AUTHORITY AND CIVIL COMMOTION EXCLUSION

The Insurer 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.