

RESUMPTION OF OPERATIONS

SECTION I – COVERAGE

1. INSURING AGREEMENT

- 1.1. We will pay the actual and necessary extra expense you sustain to:
 - 1.1.1. Avoid or minimize the **suspension** of business and to continue **operations**, including relocation expenses and costs to equip and operate any replacement location or temporary location; or
 - 1.1.2. Minimize the **suspension** of business if you cannot continue **operations**.The **suspension** must be the direct result of direct physical loss of or damage to **covered property** from a **covered cause of loss** during the **term of coverage**.
- 1.2. We will also pay **extra expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage.

2. ADDITIONAL EXCLUSIONS

For the purposes of this Coverage, the following exclusions apply in addition to the exclusions described in **SECTION II – COMMON EXCLUSIONS** in the DICE Producers Portfolio Policy Special Conditions or the MPTV Producers Portfolio Policy Special Conditions, as applicable.

- 2.1. We will not pay for:
 - 2.1.1. Any increase in loss caused by or resulting from delay in rebuilding, repairing or replacing the property or resuming **operations**, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons.
 - 2.1.2. Any loss caused directly or indirectly by the failure of power or other utility service supplied to a covered building, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.
But if the failure of power or other utility service results in a **covered cause of loss**, we will pay for the loss resulting from that **covered cause of loss**.
 - 2.1.3. Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, unless specifically added by an Endorsement to this Policy.
 - 2.1.4. Any **extra expense** caused by or resulting from **suspension**, lapse or cancellation of any license, lease or contract beyond the **period of restoration**.
 - 2.1.5. Any loss that is directly or indirectly related to any filming activity or event organization, unless specifically added by an Endorsement to this Policy.
- 2.2. We will not pay for loss or damage caused by or resulting from any of the following:
 - 2.2.1. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown or electrical breakdown; insects; vermin; rodents; corrosion, rust, dampness, cold or heat.
 - 2.2.2. Processing or work upon the property.
But if processing or work upon the property results in fire or explosion, this exclusion does not apply to direct loss or damage caused by that fire or explosion, if the fire or explosion would be covered under this Coverage.
 - 2.2.3. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
 - 2.2.4. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open. However, this exclusion does not apply to property that was built or designed to be stored in the open.
 - 2.2.5. Intentional acts committed by you or at your direction.
 - 2.2.6. Destruction or corruption of **electronic data** or any loss or damage to **electronic data**.
 - 2.2.7. Your need to meet an air date, performance date, delivery date or any contractual time limits.

SECTION II – LIMITS OF INSURANCE

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

SECTION III – DEDUCTIBLE

We will not pay for loss in any one occurrence until the amount of the adjusted loss before applying the applicable limits of insurance exceeds the deductible amount shown in the Declarations for Resumption of Operations Coverage. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

SECTION IV – METHOD OF VALUATION

1. The amount of **extra expense** will be determined based on:
 - 1.1. All expenses that exceed the normal operating expenses that would have been incurred by **operations** during the **period of restoration** if no direct physical loss or damage had occurred to **covered property**; and
 - 1.2. Necessary expenses that reduce the **extra expense** otherwise incurred.
2. We will deduct from the total of such expenses:
 - 2.1. The salvage value that remains of any property bought for temporary use during the **period of restoration**, once **operations** are resumed; and
 - 2.2. Any **extra expense** that is paid for by other insurance.

3. We will reduce the amount of your **extra expense** loss to the extent you can return **operations** to normal and discontinue such **extra expense**.
4. If you do not resume **operations**, or do not resume **operations** as quickly as possible, we will pay based on the length of time it would have taken to resume **operations** as quickly as possible.

SECTION V – ADDITIONAL CONDITION

The following condition applies in addition to any applicable condition in the DICE Producers Portfolio Policy Special Conditions or the MPTV Producers Portfolio Policy Special Conditions, as applicable, and to any General Condition.

Additional Duty In The Event of Loss or Damage

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

SECTION VI – ADDITIONAL DEFINITIONS

For the purposes of this Coverage, the following definitions apply in addition to the definitions shown in **SECTION III – COMMON DEFINITIONS** of the DICE Producers Portfolio Policy Special Conditions or **SECTION III – COMMON DEFINITIONS** of the MPTV Producers Portfolio Policy Special Conditions, as applicable.

1. **Computer programs** means a set of related electronic instructions which direct the **operations** and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
2. **Covered cause of loss** means risks of direct physical loss or damage to **Covered property** except those causes of loss listed in the Exclusions.
3. **Covered property**:
 - 3.1. Means property, including facilities, used or intended to be used in connection with your **operations** or for other purposes specified in an Endorsement to this Policy.
 - 3.2. Does not include:
 - 3.2.1. Property used or intended to be used in an **insured production**; or
 - 3.2.2. Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media; unless specifically added to this Policy by Endorsement.
4. **Electronic data** means information, facts or **computer programs** stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cels, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.
5. **Extra expense**:
 - 5.1. Means:
 - 5.1.1. Necessary expenses you incur during the **period of restoration** that you would not have incurred if there had been no direct physical loss or damage to **covered property**; and
 - 5.1.2. Necessary expenses incurred to the extent they reduce the amount of loss that otherwise would be payable under this Coverage.
 - 5.2. Does not include:
 - 5.2.1. Loss of earnings or profit;
 - 5.2.2. Expense to repair or replace property, including animals;
 - 5.2.3. Expense incurred to begin, continue or complete an **insured production**; or
 - 5.2.4. Expense payable under any other Coverage of this Policy.
6. **Operations** means your business activities that are not directly related to an **insured production**.
7. **Period of restoration**:
 - 7.1. Means the period of time that:
 - 7.1.1. Begins with the date of direct physical loss or damage caused by or resulting from any **Covered cause of loss**; and
 - 7.1.2. Ends on the earlier of:
 - 7.1.2.1. The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - 7.1.2.2. The date when the business is resumed at a new permanent location.
 - 7.2. Does not include any increased period required due to the enforcement of any ordinance or law that:
 - 7.2.1. Regulates the construction, use or repair or requires the tearing down of any property; or
 - 7.2.2. Requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or any way respond to or assess the effects of **pollutants**.

The expiration date of this Policy will not cut short the **period of restoration**.
8. **Suspension** means the slowdown or cessation of your business activities that are not related to an **insured production**.
9. **Term of coverage** means:
 - 9.1. When this Coverage Form is part of the MPTV Producers Portfolio, the period beginning with the effective date shown in the Declarations, and continuing until the expiration date of this Policy or completion of **principal photography**, whichever occurs first.
 - 9.2. When this Coverage Form is part of the DICE Producers Portfolio, the policy period.

All other terms and conditions of the Policy remain unchanged.