

## SECTION I. CAST COVERAGE

### SECTION I – COVERAGE

#### 1. INSURING AGREEMENT

We will pay the actual and necessary loss you sustain by reason of a **covered person** being prevented from commencing, continuing or completing an assigned duty or role in an **insured production**. The loss must be caused by or result from a **covered cause of loss** during the **term of 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** of the MPTV Producers Portfolio Policy Special Conditions.

We will not pay for loss caused by or resulting from any of the following:

- 2.1. Any **covered person** taking part in flying other than as a passenger;
- 2.2. Any **covered person** taking part in any hazardous stunt without our written consent;
- 2.3. The inability of any female to continue her performance because of pregnancy or conditions pertaining to pregnancy. Subject to the applicable deductible and a sublimit of \$250,000, this exclusion will not apply to pregnancy that was unknown to such female performer at the time the Medical Certificate or Statement of Health was completed;
- 2.4. Any **covered person** over sixty-five (65) years of age unless the person is specifically named in an endorsement attached to this Policy;
- 2.5. The following diseases contracted by any **covered person** under nine (9) years of age: mumps, chicken pox, measles, rubella, whooping cough, scarlet fever, tonsillitis or diphtheria. This exclusion will not apply if such **covered person** was vaccinated against the described disease that was contracted by that **covered person**;
- 2.6. Anything listed in any reservation, exception or restriction we have imposed on a **covered person**, as described in the Confirmation Of Cast Coverage or elsewhere in the Policy, regardless of when the event causing loss occurs.

### 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 Cast 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 Cast 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 your loss will be determined based on:

- 1.1. All necessary **insurable production cost** you incur to complete **principal photography** that exceeds the amount of **insurable production cost** you would have incurred if the **covered cause of loss** had not occurred; and
- 1.2. All other necessary expenses that reduce the amount of loss otherwise payable.

However, your loss will not include loss of earnings for profit.

#### 2. We will reduce the amount of your loss to the extent:

- 2.1. You can resume **principal photography** and discontinue incurring extra **insurable production cost**; or
- 2.2. You do not resume **principal photography** as quickly as possible.

We will pay based on the length of time it would have taken to resume **principal photography** as soon as possible.

#### 3. If you abandon an **insured production** that has been made substantially valueless solely because one or more **covered cause of loss** reasonably, practically and necessarily prevents you from completing **principal photography**, irrespective of any completion or delivery date requirements for the **insured production**, we will pay as loss the total **insurable production cost** you have incurred for the **insured production**.

## SECTION V – ADDITIONAL CONDITIONS

For the purposes of this Coverage, the following Conditions apply in addition to the any conditions in **SECTION I – CONDITIONS** of the MPTV Producers Portfolio Policy Special Conditions or in the General Conditions.

### 1. Additional Duties In The Event of Loss Or Damage

- 1.1. You must report immediately to us or our authorized representative any fact or circumstance which may prevent a **covered person** from commencing, continuing or completing an assigned duty or role in an **insured production** and which may result in a claim under this Policy.
- 1.2. You must immediately secure and file with us or our authorized representative the certification of a duly licensed physician. The certification must include a complete description of the injury or sickness, and the prognosis or cause of death.
- 1.3. You must make every effort to preserve our rights, including enforcing any contractual conditions or terms applicable to the **covered person**, to:
  - 1.3.1. Have any **covered person** examined by a medical doctor of our choice; and
  - 1.3.2. Have continuing access to the medical records of any **covered person**.

## SECTION VI – WARRANTY

It is warranted that your failure to comply with any of these provisions will prejudice us and will release us from any claim that involves such failure.

### 1. Medical Examination

- 1.1. Each **covered person**, other than a **guest artist** in episodic television, must be examined by a duly licensed physician, designated or approved by us or a Statement of Health on forms approved by us. We will advise you whether we require a Medical Certificate or statement of Health for each **covered person**. Such Medical Examination or Statement of Health must be completed prior to the date the **covered person's** assigned duties or role in the **insured production** are scheduled to commence. The Medical Certificate or Statement of Health must, at a minimum, disclose:
  - 1.1.1. Any medical condition that has been treated; or
  - 1.1.2. Any medication that has been prescribed;within one year prior to the date the Medical Certificate or Statement of Health is completed.
- 1.2. Cast Coverage for the **covered person** will become effective on the date we approve the Medical Examination or Statement of Health.
- 1.3. Based on the medical information submitted to us, we have the right to make any reservation, exception or restriction regarding the insurability of the **covered person** within a reasonable period of time.

## SECTION VII – ADDITIONAL DEFINITIONS

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

1. **Covered cause of loss** means accidental injury, sickness or death to a **covered person** except those causes of loss listed in the Exclusions.
2. **Covered person** means a person accepted by us for Cast Coverage and specifically named in an endorsement attached to this Policy.
3. **Guest artist** means a **covered person** appearing in or contracted to appear in episodic television for less than three (3) consecutive episodes or less than fifty percent (50%) of a series of productions.
4. **Term of coverage:**
  - 4.1. Means:
    - 4.1.1. The period beginning with the effective date shown in the Declarations, and continuing until the earliest of the following:
      - 4.1.1.1. The date of delivery required under the completion guaranteed agreement with any distributor;
      - 4.1.1.2. The date your completion guarantor is released from further obligations to you;
      - 4.1.1.3. Twelve (12) months after inception of **principal photography**;
      - 4.1.1.4. The date on which a protection print or duplicate tape has been completed and physically removed from the premises where the original negative or tape is located;
      - 4.1.1.5. The date your interest in the property ceases; or
      - 4.1.1.6. The date on which cancellation or termination of coverage under this Policy of the **insured production** becomes effective.The expiration date of this Policy will be extended, if necessary, until the earliest of these dates. We may charge additional premium for this extension.
    - 4.1.2. Subject to **SECTION VI – WARRANTY**, you may declare a **covered person** for coverage during a Pre-Production period of Cast Coverage subject to the following:
      - 4.1.2.1. The Pre-Production period for **covered persons** who are **guest artists** in episodic television begins five (5) days before the start of **principal photography** or videotaping of the **insured production**.
      - 4.1.2.2. The Pre-Production period for other **covered persons** begins up to a maximum sixty (60) days before the start of **principal photography**.
    - 4.1.3. You may, provided we are given prior written notice, declare a starting date of **principal photography** at any time within the term of coverage.