

SECTION II. COVERAGE A. PROPS, SETS & WARDROBE

SECTION I – COVERAGE

1. INSURING AGREEMENT

We will pay for direct physical loss of or damage to **covered property** from any **covered cause of loss**. The loss or damage must commence 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 or damage caused by or resulting from any of the following:

- 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. Processing or work upon the property.
But if processing or work upon the property results in a **covered cause of loss**, we will pay for the loss or damage caused by that **covered cause of loss**.
- 2.3. Unexplained or mysterious disappearance or shortage found upon taking of inventory.
- 2.4. Rain, ice, sleet, snow or hail, whether driven by wind or not, to property stored in the open.
This exclusion does not apply to property that was built or designed to be stored in the open.
- 2.5. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires within the property or facilities you use in connection with an **insured production**. But this exclusion does not apply to loss or damage that, after application of the applicable deductible is \$150,000 or less.
But if artificially generated electrical current results in fire, we will pay for the loss or damage directly caused by that fire.
- 2.6. Intentional acts committed by you or at your direction.
- 2.7. Delay, loss of use, loss of market, interruption of business, or any other consequential loss.

SECTION II – LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for Props, Sets & Wardrobe Coverage.
2. Subject to Paragraph 1. above, \$25,000 is the most we will pay for loss or damage to the following types of property:
 - 2.1. Furs, fur garments and garments trimmed with fur;
 - 2.2. Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals; and
 - 2.3. Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.This limit applies to any one occurrence, regardless of the types or number of articles that are lost or damaged in that occurrence.

SECTION III – DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable limit of insurance exceeds the deductible amount shown in the Declarations for Props, Sets & Wardrobe Coverage. We will then pay the amount of the adjusted loss or damage in excess of the deductible, up to the applicable limit of insurance.

SECTION IV – METHOD OF VALUATION

We will determine the value of **covered property** in the event of loss or damage as follows:

1. We will determine the value of **vehicles**, regardless of whether owned, at actual cash value at the time and location of the loss or damage.
2. We will determine the value of property other than **vehicles** at Replacement Cost (without deduction for depreciation), subject to the following conditions:
 - 2.1. We will not pay on a Replacement Cost basis for any loss or damage:
 - 2.1.1. Until the lost or damaged property is actually repaired or replaced; and
 - 2.1.2. Unless the repairs or replacement are made within one year after the loss or damage.If you fail to meet these conditions, we will determine the value of the property at actual cash value at the time of loss or damage.
 - 2.2. We will not pay more for loss or damage on a Replacement Cost basis than the least of the following:
 - 2.2.1. The Limit of Insurance applicable to the lost or damaged property;
 - 2.2.2. The cost to replace the lost or damaged property with other property:
 - 2.2.2.1. Of comparable material and quality; and
 - 2.2.2.2. Used for the same purpose; or
 - 2.2.3. The amount actually spent that is necessary to repair or replace the lost or damaged property.

3. We will determine the value of property other than vehicles that is owned by others at actual cash value, in accordance with contractual conditions or as you are obligated to pay by law.

SECTION V – 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 MPTV Producers Portfolio Policy Special Conditions.

1. **Covered cause** of loss means risks of direct physical loss or damage to **covered property** except those causes of loss listed in the Exclusions.
2. **Covered property:**
- 2.1. Means:
- 2.1.1. Your scenery, costumes, theatrical props and related theatrical property; and
- 2.1.2. Similar property of others in your care, custody or control and for which you are legally liable;
- that are used or intended to be used in an **insured production**.
- 2.2. Does not include:
- 2.2.1. Personal Property that is covered under any other Coverage of this policy;
- 2.2.2. Animals, unless specifically added by an endorsement to this policy;
- 2.2.3. Growing plants, unless used as part of a set;
- 2.2.4. Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation, admission or other tickets;
- 2.2.5. Buildings or their improvements and betterments except temporary structures which are part of a theatrical set;
- 2.2.6. Furniture and fixtures, unless used or intended to be used as part of a set;
- 2.2.7. Aircraft, unless used as part of a set as a non-functional craft during filming or taping;
- 2.2.8. Watercraft valued over \$10,000 while waterborne, unless used or intended to be used as part of a set and moored to a pier, dock, wharf or similar fixed structure;
- 2.2.9. Motorcycles, motor vehicles, or other self-propelled conveyances (including self-propelled **mobile equipment**), unless used as part of a set and not being self-propelled during filming or taping; or
- 2.2.10. Negative film, video tape, tapes, cells, transparencies, positives, sound tracks, art work, software, programs or any other form of media, unless used as a prop on a set.
3. **Term of coverage** means the period beginning with the effective date shown in the Declarations, and continuing until the earliest of the following dates:
- 3.1. The date of delivery required under the completion guarantee agreement with any distributor;
- 3.2. The date your completion guarantor is released from further obligations to you;
- 3.3. Twelve (12) months after inception of **principal photography**;
- 3.4. 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;
- 3.5. The date your interest in the property ceases; or
- 3.6. The date on which cancellation or termination of coverage under this Policy for the **insured production** becomes effective.
- The expiration date of this Policy will be extended, if necessary, until the earliest of those dates. We may charge additional premium for this extension.
4. **Vehicles:**
- 4.1. Includes aircraft, watercraft and all self-propelled conveyances.
- 4.2. Does not include **mobile equipment**, regardless of whether self-propelled.