

DICE PRODUCERS PORTFOLIO POLICY

SPECIAL CONDITIONS

Throughout this Policy, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in **bold** have special meaning.

The following Special Conditions apply in addition to any applicable Additional Conditions, Additional Exclusions and Additional Definitions in the DICE Producers Portfolio Coverage Forms. They also apply in place of any similarly named General Conditions.

SECTION I – CONDITIONS

1. Abandonment

1.1. Abandonment of Property

There can be no abandonment of any property to us without our written consent.

1.2. Abandonment of an **insured production**

Should covered loss or damage result in abandonment of an **insured production** during the policy period, under any Coverage of this Policy, we have the right to require that you surrender all owned or licensed rights, titles and interests in all documents, underlying works, copyrights and all related material of the **insured production**. If we exercise this right, we are not obligated to pay any loss or damage covered under this Policy until you comply with these requirements.

2. Access To Records And Examination

We or our representatives may examine and audit your books and records as they relate to this Policy at any time during the policy period or while a claim is pending.

No such examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

3. Deductible

3.1. When a deductible applies, the terms of this insurance, including those with respect to your duties in the event of loss or damage, apply irrespective of the application of the deductible amount.

3.2. We may pay any part or all of a deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

4. Inspections and Surveys

4.1. We have the right to:

4.1.1. Make inspections and surveys at any time;

4.1.2. Give you reports on the conditions we find; and

4.1.3. Recommend changes.

4.2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety recommendations. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

4.2.1. Are safe or healthful; or

4.2.2. Comply with laws, regulations, codes or standards.

4.3. The above sub-paragraphs 4.1. and 4.2. apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

5. Territory

Except as otherwise provided, this Policy only covers property within Canada and the United States of America.

6. Liberalization Clause

If we adopt any provision which would broaden the coverage under this Policy without additional premium within ninety (90) days prior to or during the policy period, the broadened coverage will immediately apply to this Policy.

7. Policy Period

We cover loss or damage commencing during the policy period stated on the Declarations attached to and made a part of this Policy.

8. Premium

8.1. The first Named Insured shown in the Declarations:

8.1.1. Is responsible for the payment of all premiums; and

8.1.2. Will be the payee for any return premiums we pay.

8.2. We will compute all premiums for this Policy in accordance with the rating schedule(s) attached to and made a part of this Policy.

8.3. The premium shown in this Policy is a deposit premium only unless specifically stated otherwise. At the end of the policy period we will compute the earned premium by applying the rates set forth in the rating schedule(s) to the final **gross production costs**. However, the earned premium will not be less than the minimum policy premium stated on the rating schedule(s), regardless of the term of coverage.

8.4. If the earned premium is greater than the deposit premium, we will send a bill to the first Named Insured that shows the amount due and when it is payable. If the earned premium is less than the deposit premium, we will return the excess to the first Named Insured.

8.5. The first Named Insured must keep records of the **gross production costs** and other information we need for premium computation, and send us copies at such times as we may request.

9. Premises Protection

As a condition of this insurance, you are required to maintain the protective safeguards that you represented were in effect at the time of the attachment of this insurance. Failure to maintain such protective safeguards will release us from all obligations under this Policy to the extent that a loss is suffered or increased by that failure.

10. Stop date loss

This Policy does not insure against loss or damage caused by or resulting from a **stop date loss** unless the need to incur the **stop date loss** directly prevents or reduces loss or damage to which this insurance applies. In that case only, coverage will apply to a **stop date loss**, subject to the following conditions:

- 10.1. If you necessarily incur the **stop date loss** solely and directly as a result of loss or damage to which this insurance applies, the **stop date loss** will be recoverable, subject to the applicable limit of insurance, any applicable deductible provisions and all other terms and conditions of this Policy;
- 10.2. If you necessarily incur the **stop date loss** partly as a result of loss or damage to which this insurance applies and partly as a result of uninsured loss or damage, then an apportionment of the **stop date loss** will be made;
- 10.3. If you necessarily incur the **stop date loss** not as a result of loss or damage to which this insurance applies, then no part of the **stop date loss** will be recoverable.

Your performance contract must allow you to extend the original termination date by at least 25% of the contracted period, subject to a minimum period of one (1) shooting day.

SECTION II – COMMON EXCLUSIONS

The following exclusions are applicable to all Coverages of this Policy.

This Policy does not insure against increased costs, and loss or damage caused directly or indirectly by:

1. Order of governmental authority

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by a governmental authority and taken at the time of a **covered cause of loss** in order to protect **covered property**.

2. Contraband

Risks of contraband or illegal transportation or trade.

3. Criminal act

Dishonest or criminal acts committed by:

- 3.1. You, any of your partners, members, officers, managers, employees, leased employees, directors, trustees or authorized representatives;
- 3.2. Anyone else with an interest in the property, or their employees or authorized representatives; or
- 3.3. Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

4. Stop date loss

A **stop date loss**, except as otherwise provided in Special Condition 10.

5. War

In whole or in part, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

6. Nuclear

- 6.1. Any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* or any other nuclear liability act, law or statute or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas; or
- 6.2. Contamination by radioactive material.

7. Pollution

- 7.1. Any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up**. This exclusion does not apply:
 - 7.1.1. If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** is directly caused by a **covered cause of loss** not otherwise excluded in this Policy; or
 - 7.1.2. To loss or damage caused directly by a resultant **covered cause of loss** not otherwise excluded in this Policy;
- 7.2. To any cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

8. Terrorism

Terrorism, in whole or in part, or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

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

9. Fungi and Spores

- 9.1. Any **fungi** or **spores**, in whole or in part, unless such **fungi** or **spores** are directly caused by a **covered cause of loss** not otherwise excluded by this Policy;
- 9.2. The cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.

SECTION III – COMMON DEFINITIONS

The following definitions are applicable to all Coverages of this Policy.

1. **Clean up** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of **pollutants**, including testing which is integral to any of these processes.
2. **Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic and any substance, vapour or gas produced by, emitted from or arising out of any **fungi** or **spores** or resultant mycotoxins, allergens or pathogens.
3. **Gross production costs** means all costs incurred by you during the policy period except:
 - 3.1. Administrative costs not directly related to an **insured production**;
 - 3.2. Any cost you did not initially incur or report as a cost directly related to the **insured production**; and
 - 3.3. Any other costs specifically stated not to be **gross production costs** in an endorsement to this Policy.
4. **Insured production** means a production or event that has been declared and accepted by us and endorsed to this Policy.
5. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
 - 5.1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 5.2. Vehicles that travel on crawler treads;
 - 5.3. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.

However, **mobile equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
6. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. **Principal photography** means the continuous period of time from the start date to the completion date you actually require to photograph or tape an **insured production**, including any necessary wraptime.
8. **Spores** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any **fungi**.
9. **Stop date loss** means a loss you necessarily incur because of a delay in completing the original shooting schedule of an **insured production** that will otherwise prevent you from honoring the termination date to which you have agreed in a written performance contract or agreement for persons or property.
10. **Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.