

COVERAGE C. THIRD PARTY PROPERTY DAMAGE

SECTION I – COVERAGE

1. INSURING AGREEMENT

We will pay those sums that the Insured becomes legally obligated to pay as damages because of direct physical loss of or damage, including loss of use, to **covered property**, caused by accident and arising out of any **covered cause of loss** during the policy period. We will have the right and duty to defend the Insured against any **action** seeking those damages. However, we will have no duty to defend the Insured against any **action** seeking damages for direct physical loss or damage to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or **action** that may result. But:

- 1.1. The amount we will pay for damages is limited, as described in **SECTION III – LIMITS OF INSURANCE**; and
- 1.2. Our right and duty to defend ends when we have used up the Limit of Insurance in the payment of judgments and settlements.

2. ADDITIONAL EXCLUSIONS

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

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

- 2.1. Intentional acts committed by or at the direction of any Insured.
- 2.2. The failure of an Insured to provide reasonable care for **covered property**.

3. SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any **action** against an Insured we defend:

- 3.1. All expenses we incur.
- 3.2. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- 3.3. All reasonable expenses, other than loss of earnings, incurred by the Insured at our request.
- 3.4. All costs taxed against the Insured in the action.
- 3.5. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay our Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 3.6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

SECTION II – WHO IS AN INSURED

For the purposes of this Coverage, Insured includes you and each of the following:

1. If you are a partnership or joint venture, your members and partners, but only with respect to the conduct of your business.
2. If you are a limited liability company, your members, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
3. If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as your officers or directors.
4. If you are a trust, your trustees, but only with respect to their duties as trustees.
5. Your **employees**, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
6. Your **volunteer workers** or any other person under your direct control, but only while performing duties related to the conduct of your business.

SECTION III – LIMITS OF INSURANCE

1. The most we will pay in damages as the result of any one accident is the Limit of Insurance shown in the Declarations for Third Party Property Damage coverage.
2. Subject to paragraph 1. above, the most we will pay for loss or damage to **covered property** temporarily rented or leased by the insured for cast or crew is:
 - 2.1. \$250,000 for buildings and/or premises;
 - 2.2. \$100,000 for contents.

This limit applies to any one occurrence, regardless of the types or number of buildings, premises or content items that are lost or damaged in that occurrence.

SECTION IV – DEDUCTIBLE

1. Our obligation to pay damages applies only to the amount of damages in excess of the deductible amount shown in the Declarations for Third Party Property Damage Coverage. The deductible amount applies to all damages as the result of any one accident, regardless of the number of persons or organizations who sustain damages because of that accident.

2. The deductible for this Coverage is subject to any deductible applicable under any other Coverage of this policy for physical loss or damage and will not apply until any such deductible has been exhausted. Further, this deductible does not apply to a loss of use claim for property that is covered for direct physical loss or damage under any other Coverage of this policy.

SECTION V – DELETED AND ADDITIONAL CONDITIONS

For the purposes of this Coverage, the following deletions or additions are made to the applicable Conditions shown in **SECTION I – CONDITIONS** of the DICE Producers Portfolio Policy Special Conditions or the General Conditions.

1. The Stop Date Loss Special Condition shown in **SECTION I – CONDITIONS** of the DICE Producers Portfolio Policy Special Conditions does not apply to this Coverage.
2. **Two Or More Coverages**

If two or more coverages in this policy apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

3. **Loss Paid By Others**

We will not be liable for any part of a loss that has been paid or made good by others.

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.

1. **Action:**

- 1.1. Means a civil proceeding in which damages for direct physical loss of or damage, including loss of use, to **covered property** to which this insurance applies are alleged.
- 1.2. Includes:
 - 1.2.1. An arbitration agreement in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - 1.2.2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

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 tangible property of others in an Insured's care, custody or control that is used or intended to be used in connection with an **insured production** or for other purposes specified in an endorsement to this policy.
- 3.2. Does not include:
 - 3.2.1. Personal property rented to or leased by an Insured, except for loss of use of such property that is covered for direct physical damage under Coverage A. Props, Sets & Wardrobe or Coverage D. Miscellaneous Equipment of this policy;
 - 3.2.2. Buildings and premises rented to or leased by an Insured for any use or purpose other than filming or taping in connection with an **insured production**; except when temporarily rented or leased by the insured for cast or crew.
 - 3.2.3. Any property that is involved in a hazardous activity or stunt, unless approved by us in writing;
 - 3.2.4. Animals;
 - 3.2.5. Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media; or
 - 3.2.6. Motor vehicles, trailers, aircraft or watercraft, except for loss of use of such property that is covered for direct physical damage under Coverage A; Props, Sets & Wardrobe or Coverage D. Miscellaneous Equipment of this policy.

4. **Employee** includes a **leased worker** and a **temporary worker**.

5. **Leased worker** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

6. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

7. **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.