

# COVERAGE D. MISCELLANEOUS EQUIPMENT

## 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 policy period.

### 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.

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. Intentional acts committed by you or at your direction.
- 2.6. Delay, loss of use, loss of market, interruption of business or any other consequential loss.

## SECTION II – LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for Miscellaneous Equipment coverage.

## SECTION III – DEDUCTIBLE

1. 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 limits of insurance exceeds the applicable deductible. We will then pay the amount of the adjusted loss or damage in excess of that deductible, up to the applicable limit of insurance.
  - 1.1. Calculation of the deductible for **land vehicles**:
    - 1.1.1. The deductible amount for **land vehicles** is 10% of the adjusted loss or damage for such vehicle.
    - 1.1.2. However, the deductible amount for each **land vehicle** will be not less than \$1,500 and not more than \$10,000.
  - 1.2. Calculation of the deductible for property other than **land vehicles**:  
The deductible amount for property other than **land vehicles** is the amount shown in the Declarations as the deductible for Miscellaneous Equipment Coverage.

## 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 **land 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 **land 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 **land 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 described in **SECTION III – COMMON DEFINITIONS** of the DICE 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 personal property, including, but not limited to, cameras, camera equipment, sound and lighting equipment, portable electrical equipment, mechanical effects equipment, grip equipment and **mobile equipment**; and

2.1.2. Similar property of others in your care, custody or control and for which you are legally liable;

that is used or intended to be used in an insured production or for other purposes specified in an endorsement to this policy.

2.2. Does not include:

2.2.1. Personal property that is covered under any other Coverage of this policy;

2.2.2. Scenery, costumes, theatrical props and related theatrical property;

2.2.3. Animals;

2.2.4. Growing plants;

2.2.5. 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;

unless specifically added by an endorsement to this policy;

2.2.6. Buildings or their improvements and betterments;

2.2.7. Furniture and fixtures, unless specifically added by an endorsement to this policy;

2.2.8. Aircraft;

2.2.9. Watercraft valued over \$100,000;

2.2.10. **Land vehicles** or **mobile equipment** while involved in racing, chase scenes, precision driving or stunts, unless specifically added by an endorsement to this policy;

2.2.11. **Land vehicles** you own, unless specifically added by an endorsement to this policy;

2.2.12. Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, software, programs or any other form of media;

2.2.13. Furs, fur garments and garments trimmed with fur;

2.2.14. Jewelry, costume jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals; or

2.2.15. Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

3. **Land vehicle:**

3.1. Means a motorcycle, motor vehicle or any other self-propelled land conveyance.

3.2. Does not include **mobile equipment**.