

COVERAGE G. PERFORMERS/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 **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** of the DICE 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 years (65) 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 Performers/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 Performers/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 **gross production costs** you incur to complete **principal photography** that exceeds the amount of **gross production costs** 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 of profit.

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

- 2.1. You can resume **principal photography** and discontinue incurring extra **gross production costs**; 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**, we will pay as loss the total **gross production costs** 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 DICE 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** must submit to a signed Medical Certificate completed by a duly licensed physician 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 not more than five (5) days 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. Performers/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 DICE 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 Performers/Cast Coverage and specifically named in an endorsement attached to this policy.
3. **Policy period:**
 - 3.1. means the period beginning with the effective date shown in the Declarations, and continuing until the earliest of the following dates:
 - 3.1.1. The expiration date of this policy;
 - 3.1.2. Completion of Principal Photography; or
 - 3.1.3. Completion of the **insured production**.
 - 3.2. Subject to the Medical Examination condition **policy period** also includes the Pre-Production period of Performers/Cast Coverage. The Pre-Production period begins five (5) days before the start of **principal photography**.