

# MPTV/ DICE COVERAGE EXTENSIONS

## SUMMARY OF COVERAGES

Items	Extensions of Coverage	Amount of Insurance
1.	Accounts Receivable	\$25,000 for any one occurrence
2.	Civil Authority	\$50,000 for any one occurrence
3.	Computer Systems, Media and Data Breakdown	\$25,000 for any one occurrence
4.	Confiscation or Seizure of Property	\$10,000 for any one occurrence
5.	Equipment Upgrade	\$25,000 for any one occurrence
6.	Expediting Expenses	\$10,000 for any one occurrence
7.	Imminent Peril	\$50,000 for any one occurrence
8.	Ingress and Egress	\$25,000 for any one occurrence
9.	Office Contents	\$50,000 for any one occurrence
10.	Professional Fees	\$10,000 for any one occurrence
11.	Proof of Loss and Inventory Preparation Expense	\$5,000 for any one occurrence
12.	Utility Failure to Supply	\$50,000 for any one occurrence
13.	Valuable Papers and Records, Computer Data	\$25,000 for any one occurrence

The following Extensions of Coverage apply to all Coverage Forms in the DICE Producers Portfolio Coverage or the MPTV Producers Portfolio Coverage of the Policy, and, except as otherwise provided under this Endorsement, are subject to all terms, conditions, limitations, deductibles, and exclusions of such Forms and of the DICE Producers Portfolio Policy Special Conditions or of the MPTV Producers Portfolio Policy Special Conditions.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form(s) to which this Endorsement applies. The definitions contained under this Endorsement prevail over the definitions contained under the Form(s) to which this Endorsement is attached.

The following Extensions of Coverage apply in addition to the amounts of insurance stated on the Declaration Page(s) for the Coverage Forms of either the DICE Producers Portfolio Coverage or the MPTV Producers Portfolio Coverage, up to an individual limit per occurrence as specified in the Summary of Coverages for this endorsement, unless stated otherwise on the Declaration Page(s).

In the event that more than one Extension of Coverage in this Endorsement applies to the same property lost or damaged as a result of a single occurrence and provides any duplicative coverage, only the Extension with the highest available amount of insurance will apply to the portion of the loss or damage with duplicative coverage. In the event that coverage for loss or damage as a result of a single occurrence provided by an Extension of Coverage in this Endorsement is also provided elsewhere in the policy, then the Extension of Coverage in this Endorsement is deleted in its entirety. The following Extensions of Coverage are not subject to a co-insurance requirement.

The following Extensions shall apply only once per occurrence regardless of the number of Forms of the MPTV Producers Portfolio Coverage or the DICE Producers Portfolio Coverage to which this Endorsement attaches, and which are otherwise applicable in such occurrence.

## EXTENSIONS OF COVERAGE

### 1. ACCOUNTS RECEIVABLE

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover:

- 1.1. all sums due to the Insured from customers, provided the Insured is unable to collect such sums as the direct result of a direct physical loss of or direct physical damage to records of accounts receivable which are inside the **production facility**, provided such loss or damage is caused by a **covered cause of loss**;
- 1.2. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable by such loss or damage;
- 1.3. collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- 1.4. other expenses, while reasonably incurred by the insured in reestablishing records of accounts receivable following such loss or damage.

**The Insurer shall not be liable for loss or damage:**

- 1.5. due to bookkeeping, accounting or billing errors or omissions;

- 1.6. the proof of which as to its factual existence is dependent upon an audit of records or an inventory computation. This shall not preclude the use of such procedures in support of claim for loss;
- 1.7. due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining, or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

## 2. CIVIL AUTHORITY

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover the actual and necessary loss you sustain as **extra expense** due to the interruption, postponement or cancellation of an **insured production** due to a cause beyond your control for which you are not liable. However:

- 2.1. The interruption, postponement or cancellation must be directly caused by order of Civil Authority during the **term of coverage**;
- 2.2. The order of Civil Authority must prohibit access to facilities or result from the withdrawal of the permit allowing you to use the facilities being used or to be used in connection with the **insured production**; and
- 2.3. This Extension applies only to the interruption, postponement or cancellation of the **insured production** being filmed or taped.

**This extension does not apply to loss caused by or resulting from any of the following:**

- 2.4. Failure or inability to secure any required license, permit or authorization;
- 2.5. Where you have control over or are liable for the suspension, lapse or cancellation of any license, permit, authorization, lease or contract;
- 2.6. Orders by any person or organization other than the authorized Civil Authority;
- 2.7. Your failure or inability to comply with any requirement or follow any procedure necessary for the issuance of any permit or authorization;
- 2.8. Any violation of the terms or conditions of a permit or authorization; or
- 2.9. Refusal or revocation of any permit or authorization due to a violation of any existing civil or criminal codes.

Notwithstanding any provisions to the contrary in this policy, unless you intend to abandon the **insured production**, you must resume the **insured production** as quickly as possible.

For the purpose of this extension only, **extra expense** means the following expenses you actually incur during the **period of restoration** that you would not have incurred had there been no interruption, postponement or cancellation of an **insured production**:

- 2.10. Necessary additional **insurable production cost** or **gross production cost**, whichever applies, incurred to avoid or minimize the interruption, postponement or cancellation of the **insured production**; and
- 2.11. Necessary expenses incurred to the extent they reduce the amount of loss that otherwise would be payable under this Coverage.

**Extra expense** does not include:

- 2.12. loss of earnings or profit;
- 2.13. expense to repair or replace property, including animals; or
- 2.14. expense payable under any other coverage of this Policy.

## 3. COMPUTER SYSTEMS, MEDIA AND DATA BREAKDOWN

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover direct physical loss of or direct physical damage to **computer systems**, **computer media** or **computer data** at the facilities being used or to be used in connection with the **insured production** due to:

- 3.1. mechanical breakdown, faulty construction or error in design;
- 3.2. short circuit, blow-out or other electrical, electronic or magnetic disturbance:
  - 3.2.1. within a **computer system**; or
  - 3.2.2. caused by lightning;
- 3.3. failure, breakdown or malfunction of **computer system** when **computer media** is being run through a **computer system** and the **computer media** fails, breaks down, or malfunctions.

In addition, this Extension covers the extra expenses necessarily incurred to reprogram or replace any **computer data** that is disturbed or erased as the direct result of such loss or damage.

**This Extension does not apply to:**

- 3.4. errors or omissions in processing or copying of **computer media** or **computer data**;
- 3.5. computer viruses, harmful code or similar instructions introduced into or enacted on a **computer system**, equipment or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation;
- 3.6. loss or damage caused directly or indirectly by any change or interruption to electric power, if the change originates more than 1000 feet away from the facilities being used or to be used in connection with the **insured production** containing the **computer system**, **computer media** or **computer data**.

**Computer Systems** means electronic office equipment including computer servers, component parts, networks, mainframes, accounting machines, drives, associated peripheral equipment, and any storage devices that are used for **computer data** storage and processing.

**Computer Media** means the material on which **computer data** are stored.

## 4. CONFISCATION OR SEIZURE OF PROPERTY

If **covered property** is confiscated or seized from you by public authority, and you purchased such property from a person who had acquired such property illegally, the insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover such loss.

This Extension shall not apply if you were aware that you were purchasing illegally acquired property.

## 5. EQUIPMENT UPGRADE

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover any increase in the replacement cost of **covered property** which has been lost or damaged as a direct result of a **covered cause of loss** and which you elect to replace with **covered property** that is capable of performing the same functions and that may include technological improvements from that lost or damaged.

Coverage will only apply in the event of the total loss of the **covered property**. In case of a partial loss to the **covered property**, the basis of settlement will be applied according to the terms according to the terms in the Method of Valuation section of the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage this Endorsement attaches to.

This Extension does not apply to **covered property** that is obsolete at the time of the loss or damage.

## 6. EXPEDITING EXPENSES

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover is extended to cover expediting expenses, including overtime, incurred as a result of direct physical loss of or direct physical damage to **covered property** caused by a **covered cause of loss**, for such costs incurred to:

- 6.1. make reasonable temporary repairs;

- 6.2. expedite reasonable permanent repairs;
- 6.3. expedite permanent **replacement** of the **covered property** that has been lost or damaged.

This Extension does not apply to additional costs incurred for the rental or borrowing of property while the damaged property is being repaired or replaced.

**Replacement** means repair, construction or reconstruction with new property of like kind and quality.

## 7. IMMINENT PERIL

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover the actual and necessary loss you sustain as **extra expense** due to the interruption, postponement or cancellation of an **insured production** to protect **covered property**, performers or crew due to **imminent peril** during the Policy period.

**Imminent peril** means certain, immediate, and impending danger of such probability and severity to persons or property that it would be unreasonable or unconscionable to ignore.

## 8. INGRESS AND EGRESS

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover the actual and necessary loss you sustain as **extra expense** due to restriction of or impairment to the ingress to or egress from the facilities being used or to be used in connection with an **insured production** due to direct physical loss of or direct physical damage to property within a radius of 1.6 kilometers from such facilities.

## 9. OFFICE CONTENTS

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover direct physical loss of or direct physical damage to **office contents** used or to be used in connection with the **insured production**, caused by a **covered cause of loss**, at the facilities being used or to be used in connection with the **insured production**.

**This Extension does not apply to:**

- 9.1. **valuable papers and records;**
- 9.2. fine arts, including paintings, etchings, pictures, tapestries and other bona fide works of art such as valuable rugs, statuary, marbles, bronzes, antique furniture, books, antique silver, manuscripts, porcelains, glass and bric-a-brac, that are rare, are of historical value or that are of artistic merit.

**Office contents** means all your office equipment including computer equipment, furniture, furnishings, utensils and appliances, other than **covered property**.

## 10. PROFESSIONAL FEES

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover necessary and reasonable fees incurred by you, with our prior written approval, for professional services provided by auditors, accountants, architects, surveyors, engineers and other professionals.

This Extension only applies to professional services required for the purpose of producing or certifying particulars or details of your business that are requested by us, in connection with direct physical loss of or direct physical damage to **covered property** caused by a **covered cause of loss**, in order for us to arrive at the loss payable under any of the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage.

This Extension does not apply to any fees:

- 10.1. relating to the preparation of a proof of loss or inventory;
- 10.2. incurred for services provided by lawyers, public adjusters, loss appraisers, loss consultants or the Insured's own employees.

## 11. PROOF OF LOSS AND INVENTORY PREPARATION EXPENSE

If, as the result of direct physical loss of or direct physical damage to **covered property** caused by a **covered cause of loss**, the Insurer requests:

- 11.1. the preparation of a proof of loss; or
- 11.2. the preparation of inventories to help determine the amount of the loss;

the insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover the necessary expenses incurred to prepare such proofs or inventories.

This Extension does not apply to expenses to prove any of the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage insures against a loss, nor for expenses incurred under the condition of this policy relating to appraisal.

## 12. UTILITY FAILURE TO SUPPLY

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover the actual and necessary loss you sustain as **extra expense** during the **period of restoration** due to the interruption, postponement or cancellation of an **insured production**. However:

- 12.1. The interruption, postponement or cancellation must be the direct result of a **failure** of a **covered utility** at the facilities used or to be used by signed agreement in connection with the **insured production**; and
- 12.2. The **failure** of the utility must be the result of direct physical loss of or direct physical damage to **covered property** from a **covered cause of loss** during the **term of coverage**.

**This Extension does not apply to loss or damage directly or indirectly arising from:**

- 12.3. loss or reduction of electricity, water, gas, steam or **communication service** due to lack of sufficient capacity;
- 12.4. an intentional reduction in the supply of electricity, water, gas, steam or **communication service**.

For the purposes of this extension only:

- 12.5. **Covered property** means property necessary to supply the facilities with the **covered utility**.
- 12.6. **Covered utility** means Electric Power, Water, Heat (including Steam) or **communication services**.
- 12.7. **Extra expense** does not include:
  - 12.7.1. expense to repair or replace property, including animals; or
  - 12.7.2. expense payable under any other coverage of this Policy.
- 12.8. **Failure** includes lack of sufficient capacity and reduction in supply.

## 13. VALUABLE PAPERS AND RECORDS, COMPUTER DATA

The insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover direct physical loss of or direct physical damage to **valuable papers and records** and **computer data** at the facilities being used or to be used in connection with the **insured production** caused by a **covered cause of loss**.

In the event of such loss or damage, the insurance provided by the Coverage Forms of the DICE Producers Portfolio Coverage or the Coverage Forms of the MPTV Producers Portfolio Coverage is extended to cover the extra expense necessarily incurred in the reproduction of the **valuable papers and records** and **computer data**, including the cost of gathering or assembling information or data for such reproduction.

**This Extension does not apply to:**

- 13.1. errors or omissions in processing or copying unless fire or explosion ensues and then, coverage is only provided for direct physical loss of or direct physical damage to **valuable papers and records** and **computer data** caused by such ensuing fire or explosion;
- 13.2. **money** or **securities**;
- 13.3. computer viruses, harmful code or similar instructions introduced into or enacted on a **computer system**, equipment or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

**Money** means currency, coins, bank notes and bullion, traveller's cheques, registered cheques and money orders held for sale to the public.

**Securities** means all negotiable and non-negotiable instruments or contracts representing **money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **money**.

**14. ADDITIONAL DEFINITIONS**

For the purposes of this Endorsement only:

- 14.1. **Communication service** means any service provided for the purpose of transmission of information, including voice, video or data. Such services include telephone, radio, microwave, television, cable, Internet service and any electronic, cellular or satellite network services.
- 14.2. **Computer Data** means facts, concepts and information which is converted to a form useable for computer equipment and includes programs, software and coded instructions for the processing and manipulation of data or the direction and manipulation of such computer equipment.
- 14.3. **Extra expense** means the following expenses you actually incur during the **period of restoration** that you would not have incurred had there been no direct physical loss of or damage to **covered property**:
  - 14.3.1. Necessary additional **insurable production cost** or **gross production cost**, whichever applies, incurred to avoid or minimize the interruption, postponement or cancellation of the **insured production**; and
  - 14.3.2. Necessary expenses incurred to the extent they reduce the amount of loss that otherwise would be payable under this Coverage.

**Extra expense** does not include loss of earnings profit.
- 14.4. **Term of coverage** means:
  - 14.4.1. When this Coverage is part of the MPTV Producers Portfolio, the period beginning with the effective date shown in the Declarations, and continuing until the expiration date of this policy or completion of **principal photography**, whichever occurs first; or
  - 14.4.2. When this Coverage is part of the DICE Producers Portfolio, the policy period.
- 14.5. **Valuable Papers and Records** means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts and electronically stored records.

**All other terms and conditions of the Policy remain unchanged.**