

ANIMAL COVERAGE

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Section II. Coverage A Props, Sets & Wardrobe Coverage Form or to the Coverage A. Props, Sets & Wardrobe Coverage Form, and, except as otherwise provided under this Endorsement, is subject to all terms, conditions, limitations and exclusions of such Form to which it is attached.

COVERAGE A. PROPS, SETS, & WARDROBE

1. The following Coverage Extensions are added to **SECTION I – COVERAGE**:

1.1. **Animal Health Coverage**

We will pay those amounts you are obligated to pay to a third party pursuant to a written contract or agreement as a result of a **covered cause of loss** to a **covered animal** during the **term of coverage**.

1.2. **Animal Repatriation, Rendering or Disposal Coverage**

We will pay those amounts you are obligated to pay to a third party pursuant to a written contract or agreement for the necessary repatriation, rendering or disposal of a **covered animal** as a result of a **covered cause of loss** during the **term of coverage**. Any repatriation must have our prior written authorization.

1.3. **Animal Loss of Use Coverage**

We will pay those amounts you are obligated to pay to a third party pursuant to a written contract or agreement as a result of a **covered cause of loss** to a **covered animal** during the **term of coverage** that prevents such **covered animal** from commencing, continuing or completing an assigned duty or role for someone other than you.

2. For the purposes of these Coverage Extensions, the following exclusions are added to paragraph 2. **ADDITIONAL EXCLUSIONS** and apply in addition to those additional exclusions as well as to the exclusions described in **SECTION II – COMMON EXCLUSIONS** of the applicable Special Conditions:

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

- 2.1. Use of a **covered animal** in any activity other than in connection with the filming or taping of an **insured production**;
- 2.2. Use of a **covered animal** in any stunt or hazardous activity without our written approval;
- 2.3. Any cosmetic alteration of a **covered animal** that has not been approved by a duly licensed veterinarian;
- 2.4. Failure to establish your legal liability for and the **market value** of a **covered animal** prior to using such animal;
- 2.5. Willful misconduct or misuse of a **covered animal**;
- 2.6. Confiscation or nationalization of a **covered animal** for any reason whatsoever;
- 2.7. Quarantine, unless as a result of a cause of loss not otherwise excluded;
- 2.8. Intentional slaughter of a **covered animal**, either voluntarily or by act of or at the direction of any local authority;
- 2.9. **sickness** of a **covered animal** prior to our acceptance of a Certificate of Health signed by a duly licensed veterinarian, regardless of any other cause or event that contributes concurrently or in any sequence to the loss; or
- 2.10. Any reservation, exception or restriction we have imposed on a **covered animal**, as described in the Certificate of Health Additional Condition below, regardless of when the event causing loss occurs.

3. The following is added to **SECTION II – LIMITS OF INSURANCE** and applies to the Coverage Extensions:

3.1. **Each Occurrence Limits of Insurance – Coverage Extensions**

The most we will pay for all loss to which Coverage Extensions 1.1., 1.2. and 1.3. apply in any one occurrence is the Limit of Insurance shown in the Declarations for Animal Coverage – Coverage A. Props, Sets and Wardrobe – per occurrence.

3.2. **Animal Health Coverage**

3.2.1. **Injury or Sickness of a Covered animal**

Subject to sub-paragraph 3.1. above, the most we will pay for necessary veterinary costs because of injury or **sickness** to a **covered animal** is the **market value** of a **covered animal** not to exceed \$10,000, unless stated otherwise on the Declaration Page(s).

3.2.2. **Death of a Covered animal**

Subject to sub-paragraph 3.1. above, the most we will pay for the death of any one **covered animal** is the **market value** of a **covered animal** not to exceed \$10,000, unless stated otherwise on the Declaration Page(s).

3.3. **Animal Repatriation, Rendering or Disposal Coverage**

Subject to sub-paragraph 3.1. above, the most we will pay for the cost of repatriation, rendering or disposal of a **covered animal** is the **market value** of a **covered animal** not to exceed \$10,000, unless stated otherwise on the Declaration Page(s).

3.4. **Animal Loss of Use Coverage**

Subject to sub-paragraph 3.1. above, the most we will pay for loss sustained by reason of a **covered animal** being prevented from commencing, continuing or completing an assigned duty or role is the **market value** of a **covered animal** not to exceed \$10,000, unless stated otherwise on the Declaration Page(s).

The limits applicable to these Coverage Extensions are in addition to the Policy Limits of Insurance.

4. The following is added to **SECTION III – DEDUCTIBLE** and applies to the Coverage Extensions:

- 4.1. We will not pay for loss in any one occurrence to a **covered animal** until the amount of the amount of the adjusted loss before applying the applicable limits of insurance exceeds the applicable deductible amount shown on the Declaration Page(s). We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable limit of insurance.

5. **METHOD OF VALUATION**

The following is added to **SECTION IV – METHOD OF VALUATION** and applies to the Coverage Extensions:

- 5.1. We will determine the amount of loss as follows:

5.1.1. **Animal Health Coverage**

5.1.1.1. **Injury or Sickness of a covered animal**

The actual and necessary veterinary bills incurred by you or on your behalf.

5.1.1.2. **Death of a covered animal**

The **market value** of a **covered animal** as determined prior to your use of such animal.

5.2. **Animal Repatriation, Rendering or Disposal Coverage**

The actual and necessary expenses incurred by you or on your behalf.

5.3. **Animal Loss of Use Coverage**

The amount that was charged to others for the use of the **covered animal**.

6. The following Additional Condition is added with respect to the Coverage Extensions. This condition applies in addition to any conditions in **SECTION I – CONDITIONS** of the applicable Special Conditions or in the General Conditions:

Additional Duties In The Event of Loss

- 6.1. You must report immediately to us or our authorized representative any fact or circumstance which may prevent a **covered animal** from commencing, continuing or completing an assigned duty or role in an **insured production** and which may result in a claim under the Coverage Extensions.
- 6.2. You must immediately secure and file with us or our authorized representative the certification of a duly licensed veterinarian. The certification must include a complete description of the injury to, **sickness** of or death of and the prognosis for the **covered animal**.
- 6.3. You must make every effort to preserve our rights, including enforcing any contractual conditions or terms applicable to the **covered animal**, to:
- 6.3.1. Have any **covered animal** examined by a veterinarian of our choice; and
- 6.3.2. Have continuing access to the medical records of any **covered animal**.

7. The following Warranties are added with respect to the Coverage Extensions.

- 7.1. 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.

7.2. **Legal Liability and Valuation**

You agree to determine:

- 7.2.1. The extent of your legal liability under the written contract or agreement, and

- 7.2.2. The **market value** of each **covered animal**;

prior to your first use of the **covered animal**.

The valuation must be in writing from an animal professional.

7.3. **Certificate of Health**

- 7.3.1. You will submit to us for each **covered animal** a signed Certificate of Health completed by a duly licensed veterinarian. The Certificate of Health must disclose for each **covered animal**:

- 7.3.1.1. Any medical condition that has been treated; or

- 7.3.1.2. Any medication that has been prescribed;

within one year prior to the date the Certificate of Health is completed.

- 7.4. The **covered animal** will be covered for **sickness** on the date we approve the Certificate of Health. Until that time, the **covered animal** is covered only for the **covered cause of loss** of accidental injury or death resulting from accidental injury.

- 7.5. 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 animal** within a reasonable period of time. We will not pay for loss caused by or resulting from any such reservation, exception or restriction.

8. For the purposes of these Coverage Extensions, the following definitions are added to **SECTION V – ADDITIONAL DEFINITIONS** and apply in addition to those definitions as well as the definitions shown in **SECTION III – COMMON DEFINITIONS** of the applicable Special Conditions:

- 8.1. **covered animal** means any animal that is used or intended to be used in an **insured production** that has been accepted by us for Animal Coverage and is referenced on the Animal Coverage List on file with us.

- 8.2. **market value** means the value of the **covered animal(s)** owned by others for which you may be held legally responsible, in accordance with the conditions which you have contractually agreed upon in a written contract or agreement.

- 8.3. **sickness** means sickness, disease or illness resulting from any cause other than accidental injury.

- 8.4. **term of coverage:**

- 8.4.1. 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.

- 8.4.2. When this Coverage is part of the DICE Producers Portfolio, the policy period.

9. For the purposes of these Coverage Extensions, the following replaces the definition of **covered cause of loss** in **SECTION V – ADDITIONAL DEFINITIONS**:

- 9.1. **Covered Causes of Loss** means:

- 9.1.1. After we accept a Certificate of Health signed by a duly licensed veterinarian, accidental injury, **sickness** or death to a **covered animal**.

- 9.1.2. Until our acceptance of a Certificate of Health signed by a duly licensed veterinarian, or in the absence of our acceptance, only accidental injury or death resulting from accidental injury.

COVERAGE B. EXTRA EXPENSE

1. The following Coverage Extension is added to **SECTION I – COVERAGE**:

1.1. **Animal Extra Expense Coverage**

This Coverage Extension applies only when Extra Expense Coverage is part of the Policy.

We will pay 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**. The interruption, postponement or cancellation must be the direct result of a **covered cause of loss** to a **covered animal** during the **term of coverage**.

2. For the purposes of this Coverage Extension, the following exclusions are added to paragraph **2. ADDITIONAL EXCLUSIONS** and apply in addition to those additional exclusions as well as to the exclusions described in **SECTION II – COMMON EXCLUSIONS** of the applicable Special Conditions:

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

- 2.1. Use of a **covered animal** in any activity other than in connection with the filming or taping of an **insured production**;
- 2.2. Use of a **covered animal** in any stunt or hazardous activity without our written approval;
- 2.3. Any cosmetic alteration of a **covered animal** that has not been approved by a duly licensed veterinarian;
- 2.4. Willful misconduct or misuse of a **covered animal**;
- 2.5. Confiscation or nationalization of a **covered animal** for any reason whatsoever;
- 2.6. Quarantine, unless as a result of a cause of loss not otherwise excluded;
- 2.7. Intentional slaughter of a **covered animal**, either voluntarily or by act of or at the direction of any local authority;
- 2.8. **sickness** of a **covered animal** prior to our acceptance of a Certificate of Health signed by a duly licensed veterinarian, regardless of any other cause or event that contributes concurrently or in any sequence to the loss; or
- 2.9. Any reservation, exception or restriction we have imposed on a **covered animal**, as described in the Certificate of Health Condition below, regardless of when the event causing loss occurs.

3. The following is added to **SECTION II – LIMITS OF INSURANCE** and applies to the Coverage Extensions:

The most we will pay for all loss to which Coverage Extension 1.1. applies in any one occurrence is the Limit of Insurance shown in the Declarations for Animal Coverage – Coverage B. Extra Expense – per occurrence.

The limit applicable to this Coverage Extension is in addition to the applicable Limits of Insurance shown in the Declarations.

4. The following is added to **SECTION III – DEDUCTIBLE** and applies to the Coverage Extension:

The Deductible provisions described in the applicable Extra Expense Coverage Form applies to Coverage Extension 1.1.

5. **Method of Valuation**

The following is added to **SECTION IV – METHOD OF VALUATION** and applies to the Coverage Extension:

5.1. **Animal Extra Expense Coverage**

For the purposes of this Coverage Extension, paragraphs 1. and 2. of the Method Of Valuation Section of the applicable Extra Expense Coverage Form are replaced by the following:

5.1.1. The amount of your loss will be determined based on:

5.1.1.1. All **costs** that exceeds the amount of **costs** you would have incurred if there had been no interruption, postponement or cancellation of the **insured production**; and

5.1.1.2. All other necessary expenses that reduce the amount of loss otherwise payable.

5.1.2. We will reduce the amount of your loss to the extent you can resume the **insured production** and discontinue extra expense or do not resume the **insured production** as quickly as possible.

We will pay based on the length of time it would have taken to resume the **insured production** as soon as possible.

6. The following Additional Condition is added with respect to the Coverage Extension. These conditions apply in addition to any conditions in **SECTION I – CONDITIONS** of the applicable Special Conditions or in the General Conditions:

Additional Duties In The Event of Loss

- 6.1. You must report immediately to us or our authorized representative any fact or circumstance which may prevent a **covered animal** from commencing, continuing or completing an assigned duty or role in an **insured production** and which may result in a claim under these Coverage Extensions.
- 6.2. You must immediately secure and file with us or our authorized representative the certification of a duly licensed veterinarian. The certification must include a complete description of the injury to, **sickness** of or death of and the prognosis for the **covered animal**.
- 6.3. You must make every effort to preserve our rights, including enforcing any contractual conditions or terms applicable to the **covered animal**, to:
 - 6.3.1. Have any **covered animal** examined by a veterinarian of our choice; and
 - 6.3.2. Have continuing access to the medical records of any **covered animal**.
- 6.4. You must exercise due diligence and dispatch to secure a substitute animal, when and where available, following a **covered cause of loss** to a **covered animal**.

7. The following Warranties are added with respect to the Coverage Extension.

7.1. It is warranted that your failure to comply with any of these conditions will prejudice us and will release us from any claim that involves such failure.

7.2. **Certificate of Health**

7.2.1. You will submit to us for each **covered animal** a signed Certificate of Health completed by a duly licensed veterinarian. The Certificate of Health must disclose for each **covered animal**:

7.2.1.1. Any medical condition that has been treated; or

7.2.1.2. Any medication that has been prescribed;

within one year prior to the date the Certificate of Health is completed.

- 7.2.2. The **covered animal** will be covered for **sickness** on the date we approve the Certificate of Health. Until that time, the **covered animal** is covered only for the Causes of Loss of accidental injury or death resulting from accidental injury, unless the Certificate of Health requirement is waived by us.
- 7.2.3. 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 animal** within a reasonable period of time. We will not pay for loss caused by or resulting from any such reservation, exception or restriction.
8. For the purposes of this Coverage Extension, the following definitions are added to **SECTION V – ADDITIONAL DEFINITIONS** and apply to the Coverage Extension in addition to those additional definitions in the applicable Extra Expense Coverage Form as well as the definitions shown in **SECTION III – COMMON DEFINITIONS** of the applicable Special Conditions:
- 8.1. **Covered animal** means any animal that is used or intended to be used in an **insured production** that has been accepted by us for Animal Coverage and is referenced on the Animal Coverage List on file with us.
- 8.2. **Costs** means the following:
- 8.2.1. When this Coverage is part of the MPTV Producers Portfolio, **insurable production cost**.
- 8.2.2. When this Coverage is part of the DICE Producers Portfolio, **gross production costs**.
- 8.3. **Sickness** means sickness, disease or illness resulting from any cause other than accidental injury.
- 8.4. **Term of coverage:**
- 8.4.1. 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.
- 8.4.2. When this Coverage is part of the DICE Producers Portfolio, the Policy period.
9. For the purposes of this Coverage Extension, the following replaces the definition of **covered cause of loss** in **SECTION V – ADDITIONAL DEFINITIONS**:
- 9.1. **Covered Causes of Loss** means:
- 9.1.1. After we accept a Certificate of Health signed by a duly licensed veterinarian, accidental injury, **sickness** or death to a **covered animal**.
- 9.1.2. Until our acceptance of a Certificate of Health signed by a duly licensed veterinarian, or in the absence of our acceptance, only accidental injury or death resulting from accidental injury, unless the Certificate of Health requirement is waived by us.
10. For the purposes of this Coverage Extension, the following replaces the definition of **extra expense** in **SECTION V – ADDITIONAL DEFINITIONS**:
- 10.1. **Extra Expense:**
- 10.1.1. Means the following expenses you incur that you would not have incurred had there been no interruption, postponement or cancellation of the **insured production**:
- 10.1.1.1. Necessary additional **costs** incurred to avoid or minimize the interruption, postponement or cancellation of the **insured production**; and
- 10.1.1.2. Necessary expenses incurred to the extent they reduce the amount of loss that otherwise would be payable under this Coverage Extension.
- 10.1.2. Does not include:
- 10.1.2.1. Loss of earnings or profit;
- 10.1.2.2. Expense to repair or replace property, other than **covered animals**; or
- 10.1.2.3. Expense payable under any other Coverage of this Policy.
11. For the purposes of this Coverage Extension, the following replaces the definition of **period of restoration** in **SECTION V – ADDITIONAL DEFINITIONS**:
- 11.1. **Period of restoration** means the period of time that:
- 11.1.1. Begins with the date the interruption, postponement or cancellation of the **insured production** commences; and
- 11.1.2. Ends on the earliest of the following:
- 11.1.2.1. The date when the **insured production** is resumed or should be resumed with reasonable speed;
- 11.1.2.2. 4 weeks after the date the **period of restoration** begins; or
- 11.1.2.3. The date the **insured production** is cancelled or abandoned.
- Sub-paragraph 11.1.2.2. applies only when a number is entered.
- The expiration date of this Policy will not cut short the **period of restoration**.

All other terms and conditions of the Policy remain unchanged.