

## ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 A.M.,  
Forms a part of Policy No.:

## BROADCASTERS PRODUCTION COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Coverage	Limit of Insurance Each Loss for Each Production	Deductible
Negative Film, Videotape and Digital Camera Memory Cards	\$250,000	\$2,500
Props, Sets and Wardrobe	\$ 50,000	\$2,500
Miscellaneous Equipment	\$ 50,000	\$2,500
Third Party Property Damage Legal Liability	\$500,000	\$2,500

**A.** The following coverages are added to Section **A. Coverage**, Paragraph **4. Additional Coverages**:

**1. Negative Film, Videotape and Digital Camera Memory Cards Coverage**

- a. We shall pay for direct physical loss or damage caused by or resulting from any Covered Cause of Loss to raw film or tape stock, exposed film (developed or undeveloped), videotape matrices, lavenders, interpositives, positives, working prints, cutting copies, fine grain prints, color transparencies, cells, art work, drawings, software, and related material used to generate computer images, sound tracks and tapes used in connection therewith, digital camera memory cards (or similar memory devices) while such property is used or is to be used in connection with a "production(s)".
- b. Coverage under this Negative Film, Videotape and Digital Camera Memory Additional Coverage:
  - (1) Shall begin on the date that the "Production" commences; and
  - (2) Shall end on the earliest of the following:
    - (a) The date on which a protection print and/or duplicate tape has been completed and stored in an area physically separated from the original negative and/or tape;

- (b) 30 days after completion of post-production;
  - (c) The expiration date of this Policy; or
  - (d) The date you cancel this Policy.
- c. Loss as used in this Subparagraph shall include:
- (1) Any extra expenditure you incur in completing the photography and/or taping of a "production(s)" that would not have been incurred in completing said photography or taping had the loss or damage covered in Subparagraph a. above not occurred; or
  - (2) Expenses you have incurred that no longer have value if you abandon the "production(s)". You may abandon a "production(s)" if loss or damage covered in a. above necessarily prevents the completion of the "production(s)", irrespective of any completion date or delivery date requirements.
- d. We will not pay for loss or damage to back-up tape, cut-outs, unused footage, or library stock.
- e. For the purposes of this Broadcasters Production Coverage Endorsement only (the "Endorsement"), we will extend coverage to pay for your loss caused by or resulting from the following additional Covered Causes of Loss:
- (1) Fogging, or the use of faulty materials, faulty cameras or videotape recorders, or faulty sound equipment or sound tracks;
  - (2) Faulty developing, faulty editing, faulty processing, or faulty manipulation by the cameraman or assistants;
  - (3) Faulty cutting, physical editing, cueing or other laboratory work, or accidental erasure of videotape recordings or sound tracks; or
  - (4) Accidental exposure to light.
- f. We shall not pay for loss or damage caused by any of the excluded events described in (2)(a), (2)(b), or (2)(c) below. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:
- (1) Directly and solely results in loss or damage; or
  - (2) Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence:
    - (a) Errors of judgment in exposure, lighting or sound recording, or from the use of the incorrect types of cameras, lenses, raw film, or tape stock;
    - (b) Exposure of videotape, videotape recordings and equipment to:
      - i. Extreme temperatures, unless due to a peril otherwise covered, and unless not within your control, or
      - ii. Magnetic or electrical fields other than in connection with the recording or reproduction of such videotape recordings; or
    - (c) Delay in delivery of stock.
- g. The most we will pay for direct physical loss or damage under this Additional Coverage is the Negative Film, Videotape and Digital Camera Memory Cards Limit of Insurance shown in the Schedule of this Endorsement (the "Schedule").

## 2. Props, Sets and Wardrobe Coverage

- a. We shall pay for direct physical loss or damage caused by or resulting from any Covered Cause of Loss to props, sets, scenery, costumes, wardrobe, and similar theatrical property you own, or that is the property of others for which you are legally liable, while such property is used or to be used in connection with a "production(s)".
- b. For the purposes of this Endorsement only, we shall cover antiques, objects of art, furs, watches, pearls, precious and semiprecious stones, gold, silver, platinum and other precious metals and alloys under this Props, Sets and Wardrobes Supplemental Coverage if such items are used as props, sets, scenery, costumes, wardrobe or theatrical property in a "production(s)". We shall not be liable for more than \$25,000 for all loss of antiques, objects of art, furs, watches, pearls, precious and semiprecious stones, gold, silver, platinum and other precious metals and alloys in any one occurrence.
- c. We shall not pay for loss or damage caused by any of the events described in (2)(a) or (2)(b) below. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:
  - (1) Directly and solely results in loss or damage; or
  - (2) Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence:
    - (a) Shrinkage, evaporation, loss of weight, leakage of contents, breakage of glass or materials, unless caused by a Covered Cause of Loss; or
    - (b) Any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching or painting, cleaning or any other form of process performed or undertaken by you or on your behalf or at your direction, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion.
- d. The most we will pay for direct physical loss or damage under this Additional Coverage is the Props, Sets and Wardrobe Limit of Insurance shown in the Schedule.
- e. We will not pay for loss or damage to any property that is covered under the Miscellaneous Equipment Additional Coverage.

## 3. Miscellaneous Equipment Coverage

- a. We shall pay for direct physical loss or damage caused by or resulting from any Covered Cause of Loss to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, generators, mechanical effects equipment, grip equipment, mobile dressing rooms and honey wagons, and similar miscellaneous equipment you own or that is the property of others for which you are legally liable, while such equipment is used or to be used in connection with a "production(s)".
- b. Miscellaneous equipment does not include and we will not pay for loss or damage to:
  - (1) Motor vehicles you own that are used for any other purpose than a "production(s)";
  - (2) Motor vehicles licensed for highway use and used for purposes of transportation of personnel or equipment; or
  - (3) Property that is covered under the Props, Sets and Wardrobes Additional Coverage.

- c. We shall not pay for loss or damage caused by any of the excluded events described in (2)(a) or (2)(b) below. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that:
  - (1) Directly and solely results in loss or damage; or
  - (2) Initiates a sequence of events that results in loss or damage regardless of the nature of any intermediate or final event in that sequence:
    - (a) Shrinkage, evaporation, loss of weight, leakage of contents, breakage of glass or materials, unless caused by a Covered Cause of Loss; or
    - (b) Any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching or painting, cleaning or any other form of process performed or undertaken by you or on your behalf or at your direction, unless accidental fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion.
- d. The most we will pay for direct physical loss or damage under this Additional Coverage is the Miscellaneous Equipment Limit of Insurance shown in the Schedule.

#### **4. Third Party Property Damage Legal Liability Coverage**

- a. We shall pay those sums that **you** become legally obligated to pay as damages because of direct physical loss of or damage caused by or resulting from any Covered Cause of Loss to property of others (including loss of use thereof), while such property is in your care, custody or control and is used or to be used in connection with a "production(s)".
- b. We shall not pay for loss or damage under this Third Party Property Damage Legal Liability Additional Coverage:
  - (1) To film, tape or soundtracks;
  - (2) To property that is covered under the Props, Sets and Wardrobe Additional Coverage or the Miscellaneous Equipment Additional Coverage;
  - (3) For any damage resulting from the operation of motor vehicles, trailers, aircraft or watercraft, including physical damage to the foregoing;
  - (4) To premises that you rent or lease for any purpose other than location filming in connection with a covered "production(s)"; or
  - (5) To animals.
- c. With respect to such insurance as is afforded by this Third Party Property Damage Legal Liability Additional Coverage, we shall also:
  - (1) Defend any suit against you alleging such damage(s) which is payable under the terms of this Paragraph, even if any of the allegations of the suit are groundless, false or fraudulent;
  - (2) Have the right to investigate and settle these suits. We have no duty to defend or continue defending after we have paid our applicable limit of insurance under this Third Party Property Damage Legal Liability Additional Coverage.
  - (3) Pay in addition to the applicable limits of insurance:
    - (a) All expenses we incur;

- (b) All costs taxed against you in any such suit.
- (c) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (d) 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 that part of the judgment that is within the applicable limit of insurance;
- (e) Premiums on appeal bonds required in such suit and premiums on bonds to release attachments for the amount within the applicable limit of insurance, but without any obligation to apply for or furnish any such bonds; or
- (f) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of any such suit, other than loss of earnings because of time off work.

d. The most we will pay for loss under this Additional Coverage is the Third Party Property Damage Legal Liability Limit of Insurance shown in the Schedule.

- B.** For the purposes of this Endorsement, Section **D. Deductible**, is deleted in its entirety and replaced by the following:

We will not pay for loss or damage in any one occurrence until the loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance shown in the Schedule. No other deductible in this policy applies to the coverages provided by this endorsement.

- C.** With respect to the Negative Film, Videotape and Digital Camera Memory Additional Coverage only, the following Subparagraph is added to Paragraph **7. Valuation** of Section **E. Loss Conditions**:

Videotape stock, raw film stock and/or blank media at the actual cost to replace such property with stock of like kind and quality.

- D.** With respect to the Props, Sets and Wardrobe Coverage and Miscellaneous Equipment Coverage Additional Coverages only, the following Subparagraph is added to Paragraph **7. Valuation** of Section **E. Loss Conditions**:

Vehicles as covered herein shall be valued at actual cash value as of the date and location of loss.

- E.** With respect to the Negative Film, Videotape and Digital Camera Memory Additional Coverage only, the following subparagraph is added to Section **E. Loss Conditions**:

To the extent that your failure to abide by the following special representation increases the risk of loss or damage, or results in loss or damage under the Negative Film, Videotape and Digital Camera Memory Additional Coverage, such failure shall disallow recovery under that Coverage:

1. You represent that artwork and drawings, and software and related material used to generate computer images are to be kept until completion of the negative protection print. Damage to any of these materials and drawings which have already been photographed and for which satisfactory negative film exists shall not result in a loss under the Negative Film, Videotape and Digital Camera Memory Additional Coverage unless the corresponding negative film is also damaged, requiring reproduction of the materials as well as of the film;
2. Unless otherwise endorsed, you represent that you will not accumulate unprocessed negative films for shipment, processing review and acceptance, in excess of a period of three (3) shooting days, or five (5) consecutive days, whichever is less. In any claim, action, suit or other proceeding to

enforce a claim for loss or damage hereunder, the burden of proving that such loss or damage does not fall within this representation shall be solely upon you;

3. You represent that no duplicate work, prints, or offshoots are intentionally destroyed during the term of this insurance; and
4. You represent that you have fully tested cameras, lenses, and related equipment and proven them to be in good working order at the commencement of filming or taping of any "production(s)".

**F. The following definition is added to Section H. Definitions:**

"Production" means Training and Educational Films, Short Subjects, Commercials and Documentaries and related projects with a production period of 90 days or less.

"Production(s)" do not include:

1. Feature length films for Television or Theatrical release;
2. Television Pilots, Specials, or Episodic Series, and
3. Any "production" with a shooting period in excess of 90 days, and "production(s)" with costs exceeding \$250,000.

All other terms and conditions of the policy remain the same.

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Authorized Representative