

SECTION 1 - FILM PRODUCERS' INDEMNITY (CAST)

1. INSURING AGREEMENT

1.1 The Insurers agree, subject to the terms, conditions, exclusions and limitations of this Section and the General Conditions and Exclusions of this Policy, to indemnify the Insured, up to the Limit of Liability, for such Loss as the Insured shall sustain directly and solely by reason of the Named Persons or any of them being prevented by their Incapacity during the Period of Insurance from commencing or continuing or completing their respective duties or performances in the Production specified in the Schedule to this Policy.

2. DEFINITIONS (Applicable to this Section only)

2.1 'Loss' means, as ultimately determined at the time of final audit:

- (a) where the Incapacity does not prevent the completion of principal photography, the additional Expenditure (if any) incurred by the Insured in completing principal photography of the Production in excess of the Expenditure which, but for the Incapacity, would have been incurred in completing principal photography;
- (b) where underwriters agree that the Incapacity reasonably and practically prevents the completion of principal photography, the Expenditure incurred and committed by the Insured up to the date of cancellation of principal photography, but only such Expenditure as has been rendered substantially valueless solely and directly as a result of the Incapacity.

2.2 'Expenditure' means, subject to the following provisions hereof, all costs, including overheads but excluding earnings and profit, chargeable directly to the Production together with other overheads as may be declared by the Insured prior to the inception date of this Policy plus any Loss paid under this Section.

'Expenditure' does not mean:

- (a) unless Underwriters agree to the contrary, the costs of story, scenario, music rights, sound rights, royalties and/or continuity;
- (b) the cost of permanent sets, owned wardrobe, owned props, owned equipment, costs incurred after completion of principal photography, premiums paid for this insurance and/or interest on loans;
- (c) the costs of any services rendered by the Insured or any partner or officer thereof, unless such services are provided in the capacity of producer, writer, actor or the like (including services as a disbursing agent) the costs of which are specifically and directly related to the negative costs of the Production.

2.3 'Named Persons' means those persons approved by Insurers and listed in the Schedule:

- (a) who have been medically examined no more than 7 days prior to the inception date of this policy by a qualified physician who has been designated or approved by the Insurers; and
- (b) for whom medical certificates of such examinations, signed by the examinee, have been submitted to Insurers prior to the inception date of this policy and such medical certificates are satisfactory to the Insurers; and
- (c) who are under contract to complete the Production.

2.4 'Incapacity' means death, injury or illness and certified as such by a qualified medical practitioner.

2.5 'Period of Insurance' means subject to the provisions of General Condition 8, from the date specified for Commencement in Section 1 of the Schedule until the sooner of the following:

- 2.5.1 the date specified for Termination therein;
- 2.5.2 the date of completion of principal photography (being the date upon which the Insured finishes photography of the screenplay); or
- 2.5.3 the date of abandonment of the Production.

- 2.6 'Limit of Liability' means the maximum liability of the Insurers, exclusive of all costs reasonably and necessarily incurred in the investigation and/or resolution of any claim hereunder, in respect of any one loss (which term shall include all additional Expenditure due to the Incapacity of two or more Named Persons caused by or arising out of the same occurrence) which amount shall be the sum specified in Section 1 of the Schedule hereto, provided always that the Insurers shall only be liable to pay in excess of the deductible specified in Section 1 of the Schedule in respect of each and every Loss.
- 2.7 'Film' means video tape stock, raw film stock, recorded video tape, exposed motion film (developed or undeveloped), interpositives, positives, work prints, cutting copies, fine grain prints, stills photography, soundtrack and audio tapes.
'Film' does not mean cut outs or unused footage.

3. EXCLUSIONS

- 3.1 Insurers shall not be liable to pay any Loss caused by or arising out of:
- 3.1.1 Any Named Person taking part in flying other than as a passenger in an aeroplane or helicopter.
- 3.1.2 Any Named Person taking part in any stunt which, in the opinion of Insurers, is hazardous unless Insurers agree to the contrary in writing.
- 3.1.3 The pregnancy, menstruation, or conditions pertaining thereto, of any female named Person.

4. CONDITIONS

Completion

- 4.1 The Insured shall advise the Insurers of the completion of principal photography within 7 days of such completion.

Total Loss

- 4.2 In the event of a Loss for which this Section provides indemnity and the Insurers agree that the Incapacity of any Named Person reasonably and practically prevents the completion of principal photography, then, without limiting the generality of General Condition 3, the Insured shall surrender to the Insurers or its nominees the original and all copies of the Film (whether negatives or positives), together with all of its right, title and interest therein, but only in respect of that Film, the production costs of which, and in connection with which, the Insured shall have made a claim hereunder. If the cost of story, sound rights, royalties and/or continuity have been included, the Insured shall do all things necessary to assign and transfer all right, title and interest in all documents and copyrights in connection herewith to the Insurers or its nominees.

Claims Procedure

- 4.3 The Insured shall immediately notify the Insurers of the Incapacity of any Named Person which causes or may cause a Loss and shall immediately furnish Insurers with a medical certificate in respect of such Incapacity prepared by a qualified medical practitioner. In all cases, the Insured shall give the Insurers such information and co-operation as the Insurers may reasonably require.
- 4.4 The Insurers shall have the right to request such further medical examinations of the Named Person as they require, to be conducted by a qualified medical practitioner designated or agreed by the Insurers.

Mitigation

- 4.5 Upon becoming aware of the Incapacity of a Named Person, the Insured shall take all reasonable steps to avoid or minimise any Loss.