

## SECTION 2 - MULTI RISKS (PROPERTY)

### 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 the Policy, to indemnify the Insured, up to the Limit of Liability, for the value of Property which suffers Damage caused by or arising out of an Occurrence during the Period of Insurance, but only in respect of such Property as is being used or is to be used in the Production specified in the Schedule to this Policy.

### 2. DEFINITIONS (Applicable to this Section only)

2.1 'Value' means either the actual replacement cost or the indemnity value of the Property (as specified in Section 2 of the Schedule hereto) as at the date and location of the Damage, in any event such cost not to exceed the cost of repair or replacement of that Property to the same standard as existing prior to the Damage.

2.2 'Property' means, subject to the following provisions hereof, all property which is either owned by the Insured or for which the Insured is legally liable.

'Property' does not include:

2.2.1 growing plants (unless used as part of a theatrical set) or animals;

2.2.2 currency, money, notes, securities, stamps, evidences of debt, letters of credit, bills and other similar negotiable items, plus deeds, accounts, documents, credit cards, passports and railroad, airline or other tickets;

2.2.3 permanent buildings including, but not limited to, improvements and betterments except those buildings or structures constructed in connection with the Production;

2.2.4 furniture and fixtures which are not used or intended to be used as part of a theatrical set;

2.2.5 aircraft, watercraft, motorcycles, motor vehicles or other conveyances except while being used as part of a theatrical set and not being self-propelled;

2.2.6 film (developed or undeveloped) or tape (video or audio) unless used as a prop on a theatrical set;

2.2.7 glassware, porcelains, chinaware or similar fragile articles unless such items are broken as a result of theft or attempted theft, vandalism, fire, lightning, windstorm, earthquake, explosion or collapse of building.

2.3 'Damage' means, except as hereinafter excluded in this Section, direct physical loss of, but not loss of use of, or damage to Property.

2.4 'Occurrence' means, except as hereinafter excluded in this Section, any external cause, event or happening.

2.5 'Period of Insurance' means, subject to the provisions of General Condition 8, from the date specified for Commencement in Section 2 of the Schedule until the sooner of the following:

2.5.1 the date specified for Termination therein; or

2.5.2 the date of abandonment of the Production.

2.6 'Limit of Liability' means the maximum liability of Insurers, exclusive of all costs reasonably and necessarily incurred in the investigation and/or resolution of any claim hereunder, in respect of all claims arising out of any one Occurrence, which amount shall be:

2.6.1 except as hereinafter provided in 2.6.2, the sum specified in Section 2 of the Schedule hereto;

2.6.2 \$5,000.00 per item in respect of Damage to antiques, objects of art, furs, watches, pearls, precious and semi-precious stones, gold, silver, platinum and all other precious metals or alloys;

provided always that the Insurer shall only be liable to pay in excess of the Deductible specified in Section 2 of the Schedule in respect of all claims arising out of any one Occurrence.

3. EXCLUSIONS

- 3.1 Insurers shall not be liable to indemnify the Insured against Damage caused by or resulting from:
- 3.1.1 insects, vermin, inherent vice, wear, tear, gradual deterioration, dampness of atmosphere, extremes or changes of temperatures, shrinkage, evaporation, loss of weight, leakage of contents, unless caused by an Occurrence not otherwise excluded;
  - 3.1.2 any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by or on behalf of the Insured or at the Insured's direction, unless accidental fire or explosion ensues and then only for the Damage caused by such ensuing fire or explosion;
  - 3.1.3 shortage of inventory (including unexplained shortage);
  - 3.1.4 unexplained disappearance;
  - 3.1.5 rain, sleet, snow or hail whether driven by wind or not, to Property stored in the open;
  - 3.1.6 any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities used by the Insured in connection with the Production, unless fire ensues and then only for the Damage caused by such ensuing fire;
  - 3.1.7 Damage to Property caused intentionally by or at the direction of the Insured.

4. CONDITIONS

Claims

- 4.1 The Insured shall, upon the happening of an Occurrence which gives rise to, or which may give rise to, Damage to Property:
- 4.1.1 immediately notify the Insurers in writing of the said Occurrence;
  - 4.1.2 as soon as practicable thereafter, and in any event within thirty (30) days, submit a completed claim form to the Insurers which shall include full details of the Occurrence, the Damage or anticipated Damage to Property and the Value of such Property; and
  - 4.1.3 furnish the Insurers with such further information as the Insurers may reasonably require.