

Terms and conditions media production insurance



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Introduction

This is a media production insurance policy ('the insurance').

All parts of this insurance policy, including the policy document and any appendices, should be read together and considered as one agreement.

The policy document indicates the sections for which cover is provided under this insurance. No cover is available for the other sections.

We ask that you read the entire insurance document carefully.

Priority determination

To the extent that there may be contradictions in the text of the Terms and Conditions declared applicable above, the following rules of precedence shall apply:

1. insurance conditions take precedence over general provisions;
2. clauses take precedence over general provisions and insurance conditions;
3. supplemental insurance conditions take precedence over all other conditions and clauses.

Description of cover

The **insurer** agrees to provide cover as described in each of the sections of this insurance for which cover is provided under the following conditions:

1. the **insured party** must have paid or agreed to pay the premium stated in the policy document;
2. the information contained in the application form completed by the **policyholder** together with any additional information provided to the **insurer** on behalf of the **policyholder** constitutes the basis for, and is part of, this insurance.

Definitions

Words with specific meanings in this insurance appear in **bold** and defined in the General definitions. Words with a specific meaning in a particular section appear in **bold** and *italics* and are defined in that section. In the event of a contradiction between a definition in a section and another definition in this policy, the definition in the section shall take precedence.

Who does 'you' and 'we' refer to?

Any references to 'you' in these Terms and Conditions or in your policy refer to the *policyholder*, while 'we' refers to No Risk (AFM number: 12016958). When referring to the insurer bearing the insurance risk, we use the term 'insurer'.

Prevailing language

These terms and conditions are translated from Dutch. In case of any discrepancies between the Dutch and the English text, the Dutch version is to be given priority of interpretation.

Section 1. Film material

The **insurer** compensates losses that are the direct result of:

Material damage

loss of, material damage to or destruction of **film material** and **archival material** due to any external cause;

Defects

1. defective **film material**; or
2. the malfunctioning of or defective cameras or filming equipment; or
3. improper development, editing or processing and/or (as a result of) faulty software programmes; or

Unforeseen events

1. inadvertent erasure of recordings from **digital image and sound carriers** or soundtracks; or
2. the unintentional exposure of raw or exposed film to light; or
3. the inadvertent damaging of images and sound recordings on **digital image and sound carriers**;

occurring during the **period of insurance** and within the area of insurance as stated in the policy document.

1.1 Terms and conditions of cover

Cover is provided under this section provided that:

1. **film material** are kept in good condition by the **insured party** and suitable for the completion of the **protection print**, which is then stored securely off-site. The damage of **film material** for which a proper **protection print** is available does not provide cover under this insurance unless the associated **protection print** is also damaged; and
2. the **insured party** checks the **film material** each day of filming for possible imperfections within 5 days, in a professional manner that is customary in the industry; and
3. all cameras, lenses and related equipment have been fully tested and proven to be in proper working order for the purpose for which they are intended to be used at the commencement of filming or recording the **production** in accordance with the highest industry standards; and
4. **digital image and sound carriers**:
 - a) have been checked as soon as possible and that an appropriate assessment of the technical condition has been made; and
 - b) are safely backed-up; and
 - c) are duplicated daily and stored securely off-site, unless otherwise agreed upon with the **insurer**;If this condition for cover 3 is fulfilled more than 72 hours after the start date of filming, **digital image and sound carriers** will be subject to a sub-limit of €100,000.
5. the **insured party** does not save undeveloped negatives for shipment or processing for more than three filming days, or five consecutive days, whichever is shorter.

In any claim, action, suit or other proceedings to recover damages under this section, the **insured party** shall demonstrate that it meets the above conditions.

Theft

1. During use of the **insured items**, the risk of **theft** is covered only if the **insured party** exercises due care and diligence to prevent **theft**. During use, the **insured items** must be in the presence of (staff/subordinates of) the **insured party**.
2. If the **insured items** are not in use, the risk of **theft** is covered only if demonstrable signs of forced entry are found at the premises or in the room or vehicle in which the **insured items** are located.

1.2 The sum insured and excess (deductible)

Under this section, per **production**, the **insurer** reimburses at most the **sum insured** for **film material** or the relevant sublimit.

Any compensation for damages by the **insurer** shall be subject to the relevant **excess (deductible)** as stated in the policy document.

1.3 Period of insurance

Cover under this section begins 30 days prior to the start of principal photography and ends on the first of the following dates:

1. the date on which a **protection print** was completed; or
2. thirty days after completion of the post-**production** within which period a **protection print** must have been made; or
3. the end date of this section or the insurance; or
4. termination of this section of the insurance.

1.4 Damage assessment

In this section, damage/loss is calculated as follows:

1. additional **production costs** reasonably and necessarily incurred by the **insured party** to complete the **production** that would not have been incurred if one or more of the **occurrences** described in the cover description of this section had not occurred. But excluded are additional **production costs** arising directly or indirectly from an obligation or requirement of the **insured party** to meet a scheduled deadline, delivery, release, broadcast date or other completion date, regardless of whether such additional **production costs** occur concurrently or separately from the damage or loss (which is otherwise covered under this section or insurance); or
2. **production costs** reasonably and necessarily incurred by the **insured party**, if the **production** is shut down because completion is reasonably and necessarily prevented by one or more of the **occurrences** described in the cover description of this section, provided that:
 - a) the **insurer** has agreed to the shutdown; and
 - b) **production costs** arising directly or indirectly from the failure of the **insured party** to provide a reasonable margin of safety (which is customary for this industry) between the completion of the **production** and any scheduled deadlines, delivery, release, broadcast or other completion dates are excluded; and
 - c) before payment, the **insured party** transfers and delivers to the **insurer** or its agents all rights, titles and stakes in all of the underlying work, as well as **film material**, copies made or related materials used during the **production**.

In case of loss, damage or destruction of **archival material**, the **insurer** shall reimburse at most:

1. the **sum insured** for **archival material** as stated in the policy document; or
2. costs incurred for recopying the **archival material** that has been lost, damaged or destroyed.

If the **archival material** cannot be replaced with a similar type or quality, no payment will be made under this insurance.

1.5 Exclusions

This section does not cover damage or loss resulting directly or indirectly from:

1. gradual deterioration, condensation, deterioration due to humid or dry atmosphere, changes in weather conditions, exposure to light or extreme temperature changes, unless such damage is the direct result of storm or fire; or
2. failure to exercise reasonable care and skill, including but not limited to:
 - a) errors of judgement, including those in lighting, illumination and sound recording; non-compliance with industry standards; or
 - b) improper or inexpert use of the incorrect type of camera, lens, lighting equipment or **film material**; or
3. the intentional or foreseeable exposure of raw or exposed film to light; or
4. a delay in the delivery of **film material**; or
5. X-rays, X-ray systems, fluoroscopic inspection equipment, electromagnetic radiation, radioactive contamination, exposure to radioactive materials, whether controlled or not. This exclusion does not apply to:
 - a) developed negatives; or
 - b) exposed or unexposed negatives in transit, provided that all reasonable precautions have been taken and the negatives are clearly marked as such, transported as hand luggage and accompanied by someone at all times; or
 - c) **digital image and sound carriers**:
6. failure of the **insured party** to make a **protection print** in case of transfer to another **digital image and sound carriers** format; or
7. new techniques or experimental work, unless discussed with the **insurer**; or
8. equipment that is not used for the insured **production**; or
9. filming with helicopters, drones or wescams, unless reported to the **insurer** or stated on the application form; or
10. confiscation, nationalisation, taking, destruction or damage by or by order of a government agency.

Section 2. Non-appearance cast/crew

The **insurer** compensates losses that are the direct result of:

1. an **insured person** who is unable to commence, continue or complete work in or the performance of a **production** due to his death, injury or illness; or
2. the **abduction** of an **insured person**; or
3. an **insured person** being in a period of **mourning**,

that occurs during the **period of insurance** and within the area of insurance as stated in the policy document.

2.1 Terms and conditions of cover

Cover is provided under this section provided that:

Commencement of cover

1. the **insured party** takes all reasonable efforts immediately prior to commencing any cover to establish that an **insured person** reported to the **insurer** is in good physical condition and in good health as regards his expected tasks; and
2. the **insured persons** provide a fully completed health declaration to and, if requested by the **insurer**, undergo an examination by a medical advisor (other than their own GP or treating physician). The medical advisor will send the results of the health declaration and medical examination to the **insurer**.

As long as the **insurer** has not received the results, the cover is for an **insured person based solely on accident risk**.

The **insurer** agrees to review the result immediately and advise the **insured party** of the approval, any reservations, exclusions or limitations of cover for that **insured person** within ten working days of receipt of the result.

If the **insurer** does not advise the **insured party** within the above-mentioned ten-working-day period, the **insurer** does not automatically provide cover for the **insured person**, but rather only accident cover is provided.

If a **production** has a budget under €3,000,000, the **insured persons** only need to provide a health certificate, unless the **insurer** still requests a medical examination. For **productions** with a budget above €3,000,000, **insured persons** must always be approved by a medical adviser. If another inspection report was prepared recently for an **insured person** (no longer than six months ago), that inspection report can be submitted along with a health certificate.

An **insured person** can be designated 'irreplaceable'. An irreplaceable **insured person** is someone who is so important to the **production** that the **production** cannot continue if he/she drops out. The **insured party** must notify the **insurer** if an **insured person** is irreplaceable, and a medical examination is then required.

Claims procedure – notification of work-related disability and right of examination

3. after the **insured party** becomes aware that an **insured person** is unable to commence, continue or complete his work, which could lead to a claim, the **insured party** must notify the **insurer** through the insurance intermediary as soon as reasonably possible. In addition, the **insured party** must obtain and provide to the **insurer**, as soon as possible, the medical report of a registered medical practitioner giving full details of the circumstances from which that work-related disability arises; and

4. the **insured party** has a duty to cooperate with an examination by the **insurer's** registered doctor of any **insured person** whose work-related disability may give rise to a claim and at any time desired by the **insurer**.

No rights can be derived from this insurance if the **insured party** fails to comply with its obligations under the Conditions for cover 3 and 4 of the Claims Procedure provision above, to the extent that the reasonable interests of the **insurer** have been adversely affected as a result. Any right to payment under this insurance shall lapse if the **insured party** fails to comply with these obligations with the intent to deceive the **insurer**.

2.2 Extension of the shooting period

If the **shooting period** of a **production** is not completed within the **period of insurance**, the cover under this section can, with prior notice and acceptance by the **insurer**, be extended until the completion of the **shooting period**, for which the **insurer** retains the right to charge an additional premium and adjust conditions.

2.3 Sum insured and excess (deductible)

Under this section, per **production**, the **insurer** will reimburse at most the **sum insured** for the dropout of the **insured person** as stated in the policy document. A sublimit of €100,000 applies to **mourning**.

Any compensation for damages by the **insurer** shall be subject to the relevant **excess (deductible)** as stated in the policy document.

2.4 Period of insurance

Cover for an **insured person** under this section begins thirty days prior to the start of principal photography and ends on the first of the following dates:

1. the date on which a **protection print** was completed; or
2. thirty days after completion of the post-**production** within which period a **protection print** must have been made; or
3. the end date of this section or the insurance; or
4. termination of this section of the insurance.

2.5 Damage assessment

In this section, damage/loss is calculated as follows:

1. additional **production costs** reasonably and necessarily incurred by the **insured party** to complete the **production** that would not have been incurred if one or more of the **occurrences** described in the cover description of this section had not occurred. But excluded are additional **production costs** arising directly or indirectly from an obligation or requirement of the **insured party** to meet a scheduled deadline, delivery, release, broadcast date or other completion date, regardless of whether such additional **production costs** occur concurrently or separately from the damage or loss (which is otherwise covered under this section or insurance); or
2. **production costs** reasonably and necessarily incurred by the **insured party**, if the **production** is shut down because completion is reasonably and necessarily prevented by one or more of the **occurrences** described in the cover description of this section, provided that:
 - a) the **insurer** has agreed to the shutdown; and

- b) **production costs** arising directly or indirectly from the failure of the **insured party** to provide a reasonable margin of safety (which is customary for this industry) between the completion of the **production** and any scheduled deadlines, delivery, release, broadcast or other completion dates are excluded; and
- c) before payment, the **insured party** transfers and delivers to the **insurer** or its agents all rights, titles and stakes in all of the underlying work, as well as **film material**, copies made or related materials used during the **production**.

Special obligations

1. In case of illness or accident, the **insured party** is required to immediately submit to medical treatment and cooperate fully in his recovery.
2. The **insured party** is required to immediately report any damage or circumstance from which a damage may arise to No Risk.
3. The **insured party** is required to cooperate with medical examinations.
4. The **insured party** is required to provide **insurers** with all requested information and to provide an authorisation to obtain information from the general practitioner and/or treating physician, insofar as such information is important for the **insurers** in the handling of the claim.
5. The **insured party** is required to have fulfilled the following obligations if an **insured person** participates in **stunts and/or dangerous activities**:
 - **Stunts and/or dangerous activities** must be performed by or under the supervision of an authorised expert. An expert is someone who has successfully completed the required training for carrying out their activities, as generally recognised and/or customary in the relevant industry;
 - **Stunts and/or dangerous activities** must be carried out in accordance with all regulations and with the necessary permits;
 - **Stunts and/or dangerous activities** must be reported in writing to **insurers** prior to the **shooting period** using the No Risk stunt form and must be approved by **insurers**. Written permission from the **insurer** is also necessary if an **insured person** participates in **stunts and/or dangerous activities** themselves.

2.6 Exclusions

This section does not cover damage or loss resulting directly or indirectly from:

1. pre-existing medical conditions;
2. an **insured person** participating in air traffic other than as a passenger; or
3. inability of an **insured person** to commence, continue or complete her work or performance due to pregnancy, menstruation, childbirth or other related condition; or
4. childhood diseases, insofar as this relates to children under 10 years of age. In this context, childhood diseases are defined as infectious diseases that can usually only occur in childhood; or
5. cash money, securities or other payment of ransom by the **insured party** issued as a result of an **abduction** or alleged **abduction**; or
6. **mourning** of an **insured person** accepted for coverage by the **insurer**, if this **mourning** is not the result of the sudden death of, or an unforeseen, life-threatening illness or injury of a loved one;

7. excessive consumption of alcohol, use of drugs, intoxicants, narcotics or stimulants other than on medical prescription; or
8. committing or participating in a crime; or
9. suicide or self-harm; or
10. the failure to comply with the special obligations mentioned in article 2.5

2.7 Exclusion of communicable diseases

For non-appearance cast/crew, the **communicable diseases** exclusion applies only to the extent that these diseases result in:

1. the imposing of quarantine or restriction of the movements of persons, objects or animals by any national or international body or agency;
2. a travel advice or warning issued by a national or international body or agency.

2.8 Non-appearance cast/crew: definitions

Abduction

means the unlawful taking and holding of an **insured person** by others using force or fraud.

Mourning

means emotional distress suffered by an **insured person** as a result of the sudden and unforeseen death of, or an unforeseen, life-threatening illness or injury to, a loved one that occurs after the **insured person** has been accepted for cover by the **insurer**.

Based solely on the accident risk

means damages as a direct result of an **insured person** being unable to commence, continue or complete their work or performance due to their death from an **accident** or injury.

Insured person

means any person over six and not over sixty-nine years of age who has been notified and accepted in writing to the **insurer** and who is performing in or working on a **production**, or who has been contracted to perform in or work on the **production**.

Accident

refers to an occurrence resulting in physical injury which can be established by a medical professional, as a direct result of unexpected external violence inflicted on the body of the **insured person**.

Illness

refers to a condition to be determined by a doctor, other than the **insured person's** general practitioner, that renders the **insured person** incapable of carrying out his work. The same shall apply equally to a life-threatening family circumstance of the: partner, parents, parents-in-law, children, sisters, sisters-in-law, brothers and brothers-in-law.

Dangerous activities

means dangerous activities in which the **insured person** knowingly recklessly endangers his life. These include, for example, survival activities or motocross.

Stunts and/or dangerous activities

refers to dangerous activities where the ***insured person*** is aware of the potential risks to their health.

Section 3. Extra expense

You are covered for any expenses that you have incurred and additional costs you have yet to incur because, due to an **occurrence** and/or circumstance beyond your control, you have to cancel, postpone or interrupt your **production** or have to move your production to another time or **location**, go ahead only partially or in a limited form or terminate early, or if the building or (outdoor) **location** can no longer be used.

As standard, weather is only covered if it is a natural disaster or the filming location is damaged to the extent that it is unsafe to continue filming.

3.1 Sum insured and excess (deductible)

Under this section, per **production**, the **insurer** will reimburse at most the **sum insured** for extra costs as indicated in the policy document.

Any compensation for damages by the **insurer** shall be subject to the relevant **excess (deductible)** as stated in the policy document.

3.2 Period of insurance

Cover under this section begins on the date specified in the policy document and ends on the first of the following dates:

1. the date on which a **protection print** was completed; or
2. thirty days after completion of the post-**production** within which period a **protection print** must have been made; or
3. the end date of this section or the insurance; or
4. termination of this section of the insurance.

3.3 Damage assessment

In this section, damage/loss is calculated as follows:

1. additional **production costs** reasonably and necessarily incurred by the **insured party** to complete the **production** that would not have been incurred if one or more of the **occurrences** described in the cover description of this section had not occurred. But excluded are additional **production costs** arising directly or indirectly from an obligation or requirement of the **insured party** to meet a scheduled deadline, delivery, release, broadcast date or other completion date, regardless of whether such additional **production costs** occur concurrently or separately from the damage or loss (which is otherwise covered under this section or insurance); or
2. **production costs** reasonably and necessarily incurred by the **insured party**, if the **production** is shut down because completion is reasonably and necessarily prevented by one or more of the **occurrences** described in the cover description of this section, provided that:
 - a) the **insurer** has agreed to the shutdown; and
 - b) **production costs** arising directly or indirectly from the failure of the **insured party** to provide a reasonable margin of safety (which is customary for this industry) between the completion of the **production** and any scheduled deadlines, delivery, release, broadcast or other completion dates are excluded; and

- c) before payment, the **insured party** transfers and delivers to the **insurer** or its agents all rights, titles and stakes in all of the underlying work, as well as **film material**, copies made or related materials used during the **production**.

3.4 Exclusions

This section does not cover damage or loss resulting directly or indirectly from:

1. insects, vermin, hidden defect, wear and tear, gradual deterioration, condensation, deterioration due to a humid or dry atmosphere, extreme or changes in temperature, shrinkage, evaporation, deformation, oxidation, contamination and leakage of contents, except as a direct result of storm or fire; or
2. a modification, repair, construction, maintenance or testing of items. This exclusion does not apply to consequential damage to other items used or to be used in the **production** and as a direct result of fire; or
3. a shortfall noted on inventory or an unexplained loss or disappearance; or
4. rain, sleet, snow or hail, wind-driven or otherwise, to items stored outdoors, unless on the **location**; or
5. loss of or damage to **film material**; or
6. the replacement or failure of any animal or object used or to be used in the **production**, unless notified and accepted by the **insurer**; or
7. expenditure on the purchase, construction, repair or replacement of items; or
8. filming with helicopters, drones or wescams, unless reported to the **insurer** or stated on the application form; or
9. confiscation, nationalisation, taking, destruction or damage by or by order of a government authority, unless the destruction of insured property is ordered by the government, and is also the necessary consequence of an insured **occurrence** covered by your policy, and has occurred:
 - to prevent damage to the insured property;
 - to prevent damage to neighbouring property of third parties;
 - to prevent danger to public safety due to the condition of the insured property; or
10. organisational problems or difficulties between the **insured party** and other natural or legal persons involved in the insured **production**; or
11. the lack of necessary permits or authorisations from the competent authorities, unless the already issued permit or authorisation is revoked beyond the control of the **insured party**; or
12. a strike by the staff of the **insured party** or by other natural or legal persons involved in the organisation of the insured **production**; or
13. failure to meet obligations by natural or legal persons involved in the insured **production**, unless this failure is caused beyond the control of the **insured party**; or
14. **occurrences** that could reasonably have been anticipated at the beginning of the **period of insurance**, or **occurrences** where the risk was significantly increased at the beginning of the **period of insurance** due to existing circumstances, unless this risk is accepted in writing by **insurers**.

Section 4. Production material

The **insurer** shall pay to the **insured party** or on behalf of the **insured party** the damages to:

1. **props, sets and wardrobe**; or
2. **equipment/devices**; or
3. **production office inventory**; or
4. **motor vehicles on the set**;

owned or used by the **insured party** and that is used or would be used in a **production** and that is lost, damaged or destroyed during the **period of insurance** and within the area of insurance as stated in the policy document.

4.1 Ongoing rental charges

The **insurer** shall also pay related ongoing rental charges under this section, if any, up to a maximum of thirteen weeks in the event that the **insured party** is liable for the loss, damage or destruction of **props, sets and wardrobe** or **equipment/devices** as defined in subsections 1 and 2 of the cover description of this section to the extent that the **insured party** is liable under the rental agreement.

4.2 Sum insured and excess (deductible)

Under this section, the **insurer** will reimburse a maximum of the **sums insured** per **production** as stated in the policy document.

Under this section, **props, sets and wardrobe** are subject to a sublimit of €25,000 per **occurrence** for antiques, art objects, furs, jewellery and (semi-)precious stones, metals and alloys.

Any compensation for damages by the **insurer** shall be subject to the relevant **excess (deductible)** as stated in the policy document.

Salvage costs

In addition to the damages, the **insurer** will reimburse the incurred **salvage costs**. In total, the **insurer** will never reimburse more than the **sum insured** as stated in the policy document. If the **policyholder** or **insured party** has failed to take measures to prevent or reduce damage, no rights can be derived from this insurance policy.

4.3 Period of insurance

Cover under this section begins on the date specified in the policy document and ends on the first of the following dates:

1. the end date of this section or the insurance; or
2. termination of this section or insurance.

4.4 Damage assessment

In case of loss of, damage to or destruction of the items mentioned in sub 1 through 4 of the cover description of this section, the **insurer** shall pay the cost of repair or replacement of this item, provided that the **insured party** repairs or replaces this item within a reasonable time after the damage occurs.

Per **occurrence**, the **insurer** shall pay no more than:

1. the **sum insured** for the relevant item as stated in the policy document; or
2. the **purchase value** for items not older than five years, with a maximum of the appraised value; or
3. the **replacement value** for items older than five years, with a maximum of the appraised value.

4.5 Motor vehicles on the set

Damage to **motor vehicles on the set** for which the **insured party** is liable when they are on the **location** and/or when moving or being moved from one **location** to another is insured. The following is covered:

1. all suddenly occurring damage;
2. all destruction;
3. **theft** involving burglary, threat, use of false keys, deception.

Owners of the **motor vehicles on the set** must ensure that insurance under the *Wet Aansprakelijkheidsverzekering Motorrijtuigen* (Motor Insurance Liability Act, WAM) is in place.

Any damage caused by the insured **motor vehicles** is not covered under this insurance.

4.6 Drones

Damage to drones on set is insured. The following is covered:

1. all suddenly occurring damage;
2. all destruction.

In case of loss of or damage to the drone listed in the policy document due to any of the covered risks, the **insurer** can choose to pay for the drone, or have the drone repaired or replaced. Coverage applies from the moment the drone's engine is started (or when the drone can move independently) until the drone has landed and the engine has been shut down.

This cover is secondary and only applicable if the owner of the drone has insured it himself.

4.7 Terms and conditions of cover

Cover is provided under this section provided that:

Pairs, sets or parts

in the event of a loss of or damage to:

1. an item or items forming part of a pair or set, the calculation of the loss of or damage to such an item or items will be the reasonable and equitable part of the total value of the pair or set, taking into account the importance of such item or items, but in no case will such loss or damage be construed as the total loss of such pair or set;

- part of an item covered under this insurance consisting of (if complete for use) multiple parts, the **insurer** will reimburse only the value of the lost or damaged part.

Third-party property

the **insurer** has the right to settle claims directly with the owner of lost or damaged items (if different from the **insured party**). If the **insurer** pays to the owner, the **insurer** is discharged for claims by the **insured party** against the **insurer** for these matters from the owner against the **insured party**. The **insurer** will not pay the owner more than the owner's financial interest in the **insured items**. The **insurer** can also choose, at its own expense and within the relevant **sums insured**, to defend the **insured party** against lawsuits arising from claims or property owners.

No payment to carrier or custodian

no person or organisation in possession of **insured items** can make a claim under this insurance except the **insured party**.

Theft

- During use of the **insured items**, the risk of **theft** is covered only if the **insured party** exercises due care and diligence to prevent **theft**. During use, the **insured items** must be in the presence of (staff/subordinates of) the **insured party**.
- If the **insured items** are not in use, the risk of **theft** is covered only if demonstrable signs of forced entry are found at the premises or in the room or vehicle in which the **insured items** are located.
- However, the risk of **theft** of the **insured items** as a result of **theft** of the entire car is covered.
- In the event that the **insured items** have been handed over to a professional carrier, the risk of **theft** is covered without limitation.
- In their absence, the **insured party** must leave the **insured items** out of sight in the transport vehicles at all times.

Cover for **theft** is subject to the condition that the transport vehicle from which the **insured items** were stolen was locked at the time of the **theft**; and

- with a value of €25,000 or more also fitted with an anti-theft system in operation that complies at least with the standard 'SCM class 2';
- with a value of €50,000 or more also fitted with an anti-theft system in operation that complies at least with the standard 'SCM class 4';

SCM is the *Stichting Certificering Motorrijtuigbeveiliging* (Motor Vehicle Security Certification Foundation).

Class 2 means: SCM/CCV certified Class 1 immobiliser supplemented with an alarm system with intrusion detection and alarm.

Class 4 means: SCM/CCV certified Class 2 (Class 1 immobiliser supplemented with an alarm system with intrusion detection and alarm) supplemented with a vehicle tracking system. A vehicle tracking system is a security system that enables your car to be tracked, traced and locked after **theft**.

4.8 Exclusions

This section does not cover loss, damage or destruction arising directly or indirectly from:

- insects, vermin, hidden defect, mechanical or structural defect, wear and tear, gradual deterioration, condensation, deterioration due to a humid or dry atmosphere, extreme or changes in temperature, shrinkage, evaporation, deformation, rust, contamination, leakage of contents, short circuit or other electrical defect or malfunction, unless the direct result of storm or fire; or

2. a modification, repair, construction, maintenance or testing of items. This exclusion does not apply to consequential damage to other items used or to be used in the **production** and as a direct result of fire; or
3. a shortfall noted on inventory or an unexplained physical loss or disappearance; or
4. rain, sleet, snow or hail, wind-driven or otherwise, to items stored outdoors, unless on the **location** and unless expressly accepted in writing by the **insurer**; or
5. ownership, operation or use of aircraft (including gliders and hang gliders), vessels (whose replacement value exceeds €5,000), wagons or equipment, motorbikes, motor vehicles or other motorised means of transport, except **motor vehicles on the set**.

4.9 Production material: definitions

Motor vehicles on the set

refers to any vehicle or other motorised means of transport used on camera during the **production**, including during transport to or from a **location**, excluding a vehicle used as part of a stunt.

Production office inventory

refers to business or personal property normally used in the office of the **insured party** including furniture, fixtures and fittings (other than furniture, fixtures and fittings of the lessor), tenant renovations, alterations and decorations, office equipment and supplies.

Props, sets and wardrobe

refers to props, sets, scenery, costumes, wardrobe and related items used for a **production**. This does not include animals, plants (unless used for stage scenery), bills, currency or money, banknotes, securities, stamps, deeds, debentures, letters of credit, credit cards, passports and rail, air or other tickets, permanent buildings or structures (unless constructed for use in the **production**, including but not limited to improvements to such buildings and structures).

Purchase value

refers to the current cost of buying a new, comparable item to replace the damaged or lost one.

Replacement value

refers to the amount required, at the present time, to replace a particular item, taking into consideration the item's age and condition.

Section 5. Third-party property

You are insured for damage to, loss or destruction of **third-party property** that occurs during the **period of insurance** and within the area of insurance as stated in the policy document, when such property is under the control of the **insured party**, due to:

1. use in a **production**; or
2. in connection with a **production**.

The **insurer** will mount a defence, if necessary. The **costs of defence** and/or related litigation costs are also insured within this section.

5.1 Terms and conditions of cover

Cover is provided under this section provided that:

Pairs, sets or parts

in the event of a loss of or damage to:

1. an item or items forming part of a pair or set, the calculation of the loss of or damage to such an item or items will be the reasonable and equitable part of the total value of the pair or set, taking into account the importance of such item or items, but in no case will such loss or damage be construed as the total loss of such pair or set;
2. part of an item covered under this insurance consisting of (if complete for use) multiple parts, the **insurer** will reimburse only the value of the lost or damaged part.

Third-party property

the **insurer** has the right to settle claims directly with the owner of lost or damaged items (if different from the **insured party**). If the **insurer** pays to the owner, the **insurer** is discharged for claims by the **insured party** against the **insurer** for these matters from the owner against the **insured party**. The **insurer** will not pay the owner more than the owner's financial interest in the **insured items**. The **insurer** can also choose, at its own expense and within the relevant **sums insured**, to defend the **insured party** against lawsuits arising from claims or property owners.

No payment to carrier or custodian

no person or organisation in possession of **insured items** shall be able to make a claim under this insurance except the **insured party**.

Theft

1. During use of the **insured items**, the risk of **theft** is covered only if the **insured party** exercises due care and diligence to prevent **theft**. During use, the **insured items** must be in the presence of (staff/subordinates of) the **insured party**.
2. If the **insured items** are not in use, the risk of **theft** is covered only if demonstrable signs of forced entry are found at the premises or in the room or vehicle in which the **insured items** are located.
3. However, the risk of **theft** of the **insured items** as a result of **theft** of the entire car is covered.
4. In the event that the **insured items** have been handed over to a professional carrier, the risk of **theft** is covered without limitation.
5. In their absence, the **insured party** must leave the **insured items** out of sight in the transport vehicles at all times.

Cover for **theft** is subject to the condition that the transport vehicle from which the **insured items** were stolen was locked at the time of the **theft**; and

1. with a value of €25,000 or more also fitted with an anti-theft system in operation that complies at least with the standard 'SCM class 2';
2. with a value of €50,000 or more also fitted with an anti-theft system in operation that complies at least with the standard 'SCM class 4';

SCM is the *Stichting Certificering Motorrijtuigbeveiliging* (Motor Vehicle Security Certification Foundation).

Class 2 means: SCM/CCV certified Class 1 immobiliser supplemented with an alarm system with intrusion detection and alarm.

Class 4 means: SCM/CCV certified Class 2 (Class 1 immobiliser supplemented with an alarm system with intrusion detection and alarm) supplemented with a vehicle tracking system. A vehicle tracking system is a security system that enables your car to be tracked, traced and locked after **theft**.

5.2 Sum insured and excess (deductible)

Under this section, per **production**, the **insurer** will reimburse at most the **sum insured** as stated in the policy document.

Any compensation for damages by the **insurer** shall be subject to the relevant **excess (deductible)** as stated in the policy document.

5.3 Period of insurance

Cover under this section begins on the date specified in the policy document and ends on the first of the following dates:

1. the end date of this section or the insurance; or
2. termination of this section of the insurance.

5.4 Exclusions

This section does not cover loss, damage or destruction arising directly or indirectly from:

1. ownership, operation or use of aircraft (including gliders and hang gliders), vessels, wagons or equipment, motorbikes, motor vehicles or other motorised means of transport;
2. a shortfall noted on inventory or an unexplained physical loss or disappearance;
3. insects, vermin, hidden defect, mechanical or structural defect, wear and tear, gradual deterioration, condensation, deterioration due to a humid or dry atmosphere, extreme or changes in temperature, shrinkage, evaporation, deformation, rust, contamination, leakage of contents, short circuit or other electrical defect or malfunction, unless the direct result of storm or fire;
4. a modification, repair, construction, maintenance or testing of items. This exclusion does not apply to consequential damage to other items used or to be used in the **production** and as a direct result of fire;
5. rain, sleet, snow or hail, wind-driven or otherwise, to items stored outdoors, unless on the **location** and unless expressly accepted in writing by the **insurer**;

This section also does not cover loss, damage or destruction of:

1. animals, gardens or plants; or

2. items specifically covered under section 4 of this insurance, or that could be covered under that section; or
3. buildings used by the **insured party** for purposes other than filming on **location** for a **production**, as well as buildings used as living quarters for the cast and crew of the **insured party**.

5.5 Third-party property: definitions

Third-party property

Third-party movable or immovable property for which **policyholder** is (financially) responsible and which is not insured or insurable under any of the other sections of this insurance.

Legal fees

refers to the costs, fees and expenses incurred in defending the **insured party** in the investigation, defence and settlement of that part of a specific claim covered under this section.

Section 6. Money

The **insurer** will pay for damage to or loss of **cash money** that occurs during the **period of insurance** and within the area of insurance as stated in the policy document.

6.1 Terms and conditions of cover

Cover is provided under this section provided that:

1. an accurate and complete record will be kept of all **cash money** held in a safe place other than the safe or vault containing the **cash money**; and
2. the safe or vault room in which the **cash money** is kept is assessed to be suitable for the value of the **cash money**; and
3. the **insured party** will, at all times, maintain the following minimum standards for securing **cash money** that is not kept at the **business premises**:
 - a) the timing of recurring routes and means of transport are varied as much as possible; and
 - b) all persons engaged in carrying **cash money** are suitable adults.

6.2 Sum insured and excess (deductible)

Under this section, per **production**, the **insurer** will reimburse at most the relevant **sum insured** as stated in the policy document.

Any compensation for damages by the **insurer** shall be subject to the relevant **excess (deductible)** as stated in the policy document.

6.3 Period of insurance

Cover under this section begins on the date specified in the policy document and ends on the first of the following dates:

1. the end date of this section or the insurance; or
2. termination of this section of the insurance.

6.4 Exclusions

This section does not cover loss or damage arising directly or indirectly from:

1. using unregistered postal or courier services to transport **cash money**; or
2. **cash money** left in unattended vehicles; or
3. unpaid cheques, errors, omissions or unexplained shortages due to administrative or accounting errors and computer malfunctions; or
4. voluntary relinquishment by the **insured party** of title or possession if he is fraudulently or falsely induced to do so by another; or
5. opening a safe deposit box or vault room by a key left unattended in the **company premises**.

6.5 Money: definitions

Business premises

refers to the permanent, removable or movable buildings and campers that the **insured party** owns, uses, or for which he is responsible and that are used for the **production**.

Cash money

refers to currency, coins, banknotes, bullion, food stamps, cheques, travellers' cheques and bills of exchange.

General exclusions

The following exclusions apply to all sections of this insurance unless stated otherwise.

Nuclear reactions

The insurance does not cover damage resulting from or related to a nuclear reaction. This type of reaction is any nuclear reaction whereby energy is released, including nuclear fusion, nuclear fission, and artificial and natural radioactivity. In this case, it does not matter how the reaction was created. By 'nuclear reaction', we do not refer to radioactive nuclides:

1. which are located outside a nuclear power plant and;
2. which are used for or intended for, industrial, commercial, agricultural, medical, scientific, educational, or (non-military) motion goals and;
3. for which any permit issued by the government applies (to the extent required) for the purpose of manufacture, usage, storage, and the disposal of radioactive materials.

'Nuclear power plant' refers to:

1. a nuclear power plant within the meaning of the *Wet Aansprakelijkheid Kernongevallen* (Nuclear Accidents Liability Act). This act was published in Official Gazette 1979, issue 225;
2. nuclear power plants on board vessels.

Communicable diseases

Notwithstanding any provisions to the contrary, no insurance is provided for:

- a) damages, costs and/or liability directly or indirectly arising from, resulting from or contributed to by, a **communicable disease** or the fear or threat of a **communicable disease** (whether justified or suspected);
- b) damages resulting from or relating to measures taken to control, prevent, suppress or in any way relate to a **contagious disease** or the fear or threat of a **communicable disease** (whether justified or alleged).

Subject to all conditions, limits, exclusions of this insurance, and any endorsement of this insurance, this does not apply to **communicable diseases** which, according to an independent medical expert approved by the **insurer**:

1. cause an **insured party** to be unable (or no longer able) to appear in the filming of an insured **production**; and
2. arises in the **insured party** for the first time:
 - during the **period of insurance**; and
 - before any public, local, national or international authority, agency or government instructs or advises that this **communicable disease** must be prevented, controlled, stopped or responded to in any way.

The circumstance described in 1) above must be the sole and direct cause of the necessary cancellation, postponement, interruption, transfer to another time or location, only partial or limited implementation or early termination of an insured **production**.

Cyber and data exclusion

Damage directly or indirectly caused by, resulting from or contributed to directly or indirectly by the following is not insured:

1. a **cybercrime** or **cyber incident** or the fear or threat of a **cybercrime** or **cyber incident** (whether justified or alleged); or
2. measures taken to control, prevent, stop or remedy **cybercrimes** or **cyber incidents** or the fear or threat of **cybercrimes** or **cyber incidents** (whether justified or perceived).

Fraud

This insurance does not cover damage, loss, costs or expenses directly or indirectly arising from a fraudulent, dishonest or criminal act committed alone or together with others by:

1. employees, directors, supervisory board members, partners, trustees or other authorised representatives of the **insured party**; or
2. others to whom property, otherwise covered under this insurance, is entrusted.

Lack of financial support

This insurance does not cover damage, loss, costs or expenses directly or indirectly arising from or as a result of the lack of financial support in any form.

Consequential damage

This insurance does not cover consequential damage or loss or damage that the **insured party** may suffer as a result of third-party claims due to a failure on the part of the **insured party** to fulfil an agreement.

Intellectual property rights

This insurance does not cover damage, loss, costs or expenses in any way related to any actual, alleged or threatened allegation, infringement or violation by any person or organisation of **intellectual property rights**.

Wilful damage or expropriation of property

Loss or damage as a result of wilful damage is not covered by the insurance. 'Wilful damage' refers to:

1. Armed conflict: any event in which states or other organised entities engage in combat with one another (or at least where one side engages in combat with the other), using military force. This also includes frontline action by a Peacekeeping Force of the United Nations.
2. Civil war: a more or less organised, violent battle between inhabitants of the same state.
3. Insurrection: organised, violent protest occurring within a state, directed against the public authorities.
4. Domestic disturbances: more or less organised, violent acts occurring in various areas within a state.
5. Rioting: a more or less organised, local movement directed against the public authorities.
6. Mutiny: a more or less organised, violent movement of members of any armed power, directed against the authority by which they are governed.

Uninsured occurrence

This insurance does not cover damage, loss, costs or expenses arising from an uninsured **occurrence** that occurs before, simultaneously with or after an insured **occurrence**, and which contributes to a loss covered under the terms of this insurance, except that the portion of such loss to which the uninsured **occurrence** did not contribute can be claimed.

Deliberate recklessness and wilful misconduct

Loss, damage or personal injury caused by wilful misconduct and recklessness (whether deliberate or otherwise) is not covered under the insurance. We define this as any type of conduct which, based on objective criteria, involves such a significant risk of loss, damage or personal injury that the **insured party** should have been aware of this and should have refrained from engaging in such conduct.

Sanctions

Activities the **insurers** are not permitted to insure pursuant to **sanction laws or regulations** are not covered under the insurance; no compensation will be paid which are contrary to these rules. This includes financial interests of individuals, enterprises, governments and other entities that the **insurer** is not authorised to insure and damages to and/or loss of goods or items that the **insurer** is not authorised to insure pursuant to **sanction laws and regulations**.

Definitions applicable to this general exclusion:

- **Sanction laws and regulations** refers to the national and international laws and regulations related to trade and economic sanctions. Sanctions are political instruments used in response to violations of, for example, international law, human rights or democratic principles, and in the fight against **terrorism**.

Terrorism

This insurance does not cover:

1. damage, loss, costs or expenses of any kind caused directly or indirectly by, as a result of or in connection with any act of **terrorism** regardless of whether any other cause or **occurrence** contributes to the damage simultaneously or at any other time;
2. damage, loss, costs or expenses of any kind caused directly or indirectly by, as a result of or in connection with any act in controlling, preventing, suppressing or otherwise relating to an act of **terrorism**.

For the purposes of this general exclusion, an act of **terrorism** refers to an act involving the use or threat of the use of force by a person or a group of persons, acting alone, on behalf of or in connection with an organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence or overthrow a government and/or to intimidate the public, or part of the public.

If the **insurer** claims that this exclusion applies, the burden of proof to the contrary lies with the **insured party**.

If any part of this exclusion is found to be invalid or unenforceable, the other part remains in full force and effect.

This exclusion does not apply to damage resulting from **terrorism**, malicious contamination and/or preventive measures, including acts and their preparation as defined in the Terrorism Cover Clauses Sheet at the *Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.* (Dutch Terrorism Risk Reinsurance Company, NHT), to the extent that damage is insurable in accordance with the Terrorism Cover Clauses Sheet. In that case, the claim settlement takes place in accordance with the NHT's Claims Settlement Protocol. The

texts of the Clauses Sheet and the Protocol are available at www.terrorisneverzekerd.nl and form an integral part of this insurance policy.

General provisions

The following provisions apply to all sections of this insurance unless stated otherwise. The **insured party** must comply with these General provisions. If additional provisions apply to a specific section of this insurance, these provisions will be listed in that section.

Relinquishment of property

No property can be relinquished in favour of the **insurer**, whether the **insurer** has taken possession or not.

Other insurance policies

If any damage covered under this insurance is also covered under any other insurance, whether or not of an older date, or would have been covered on that date if this insurance had not existed, the **insurer** shall only be liable for the difference in the amount of the **insurer's** liability under this insurance and the **insured party's** right to compensation under that other insurance.

Audit and inspection

At any time during the **period of insurance** or when a claim is pending, the **insured party** shall make all books, records, files, accounts, contracts, invoices and documents of the **insured party** (including those of its intermediary) relating to a **production** available to the **insurer**, or its authorised representatives, for inspection, audit or copying, at a reasonable time and place designated by the **insurer** or its representatives.

Start, duration and termination

This insurance is in force during the **period of insurance** stated in the policy document. Cover under this insurance terminates on the first of the following dates:

1. thirty days after receipt by **policyholder** of written notice by the **insurer** for non-payment of the premium;
2. at the end of the **period of insurance**;
3. on the date specified by the **insurer** following a termination as defined in the General Provision "Rights in the event of non-disclosure or incorrect disclosure";
4. at the time as jointly agreed upon by the **policyholder** and the **insurer**.

Special regulations in the event of loss/damage related to terrorism

Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (NHT)

A reinsurance company established by the Dutch Association of Insurers, whereby payment obligations under insurance contracts, which may arise (for **insurers** with permits to operate in the Netherlands) directly or indirectly from the materialisation of terrorism risks, can be included under the reinsurance policy.

Scope of cover for terrorism risk

- a) If and to the extent that, with due observance of the descriptions provided in the above-mentioned terms 'Terrorism', 'Malicious infection' and 'Preventive measures', and within the limits of the applicable policy terms, cover is provided for the consequences of **occurrences** related (either directly or indirectly) to:

- **terrorism**, malicious infection or preventive measures;
- acts or behaviours in preparation for **terrorism**, malicious infection or preventive measures,

hereinafter jointly referred to as the 'terrorism risk', the **insurer's** obligation to make payment with regard to every **occurrence** reported to it for compensation and/or payment, is limited to the amount of the payment the **insurer** receives in relation to the **occurrence** under the reinsurance for the terrorism risk at the NHT, in the event of an insurance policy with capital growth plus the amount of the capital growth previously accumulated under the insurance policy in question. For life insurance policies, the amount of the capital accumulated on the premium reserve is equal to the amount to be maintained under the *Wet toezicht verzekeringsbedrijf 1993* (1993 Insurance Supervision Act) with regard to the relevant insurance policy.

- b) The NHT provides reinsurance cover for the claims specified above up to a maximum of €1 billion per calendar year. The above-mentioned amount may be modified during any year and applies to all the **insurers** affiliated with the NHT combined. Any modification(s) will be announced in three Dutch national newspapers.
- c) Contrary to the provisions of the paragraphs above, the following applies to insurance relating to:
- damage to immovable property and/or its contents;
 - consequential damage to immovable property and/or its contents;

that a maximum of €75 million will be paid under this agreement per **policyholder** per insured **location** per year, for all participating **insurers** combined, irrespective of the number of policies issued.

For the application of this paragraph, insured **location** is defined as: any insured objects present at the risk address and insured by the **policyholder**, along with any and all objects insured by the **policyholder** not located at the risk address of which the use and/or purpose is related to the business operations carried out at the risk address. As such, the following will be included in any event: all objects insured by the **policyholder** which are located at a distance of less than 50 metres from each other and of which at least one is located at the risk address. For the application of this paragraph, legal entities and companies joined in a group, as specified in Section 24b of Book 2 of the Netherlands Civil Code, all group insurers combined are classified as a single **policyholder**, irrespective of which group insurer(s) belonging to the group took out the policy or policies.

Procedures of payment of compensation of the NHT

- a) The reinsurance of the **insurer** at the NHT is subject to the *Protocol afwikkeling claims* (Procedures for Claims Settlement; hereinafter referred to as the 'Procedures'). Under the provisions of these Procedures, the NHT is authorised, among other things, to defer payment of the compensation or the **sum insured** until such time as it can determine whether, and to what extent, it possesses sufficient financial resources to pay in full all the claims for which it provides cover as a reinsurer. If it turns out that the NHT lacks sufficient financial resources, it will be authorised to make a partial payment to the **insurer** in accordance with the provisions specified.
- b) With due observance of the provisions contained in provision 7 of the Procedure for Claims Settlement, the NHT is authorised to decide whether an **occurrence** in relation to which a claim is made for compensation should be classified as a consequence of the materialisation of the terrorism risk. A decision by the NHT to this effect, in accordance with the provision specified above, will be binding on the **insurer, policyholder, insured parties** and parties eligible to receive compensation.
- c) Only after the NHT has notified the **insurer** of the amount that will be paid to it, whether by way of an advance or otherwise, in respect of a claim for benefits, can the **insured person** or the person entitled to benefits claim against the **insurer** in respect of the benefits referred to in Article 10.2.1.
- d) Pursuant to provision 17 of the Procedures, the reinsurance cover at the NHT will only apply to claims for compensation and/or payment reported within two years after the NHT has established of a particular **occurrence** or circumstance that this is deemed to be a materialisation of the terrorism risk within the meaning of this clause. The Procedures, including explanatory notes, were filed with the Haaglanden Chamber of Commerce in The Hague on June 13, 2003 under number 27178761, and with the District Court of Amsterdam on June 12, 2003 under number 79/2003. Below is a summary of the Protocol. The

insurer will provide a copy of the full contents of the Procedures, including the explanatory notes, upon request.

Summary of the Procedures for Claims Settlement of the NHT – General

The *Nederlandse Herverzekingsmaatschappij voor Terrorismeschaden* (Dutch Terrorism Risk Reinsurance Company; hereinafter referred to as ‘NHT’) sets a maximum amount to be paid each year. This maximum payment, the amount of which may vary by year, was established at €1 billion for 2003. The ‘Procedures for Claims Settlement’ of the NHT (hereafter referred to as the ‘Procedures’) provide for how this maximum payment to cover the impacts of **terrorism** is to be divided among the injured parties. Only the full text of the Procedures confers rights on the user.

Summary of the procedures

‘Loss event’ is defined here as any ‘materialisation of the terrorism risk’, which may entitle injured parties to payment. The definition of **terrorism** can be found in the ‘Terrorism Cover’ clause. Loss or damage as a result of **terrorism** refers to both actual bodily injury caused to individuals and material damage caused to goods, and other entitlements to benefits or other payments, for example following death.

The following procedure applies to reporting loss or damage caused by **terrorism**:

- ▶ The loss or damage must be reported to the insured party’s own **insurer** as soon as possible.
- ▶ The **insurer** will ensure that all reports received are submitted to the NHT.
- ▶ The NHT collects all claims and will determine as soon as possible following receipt whether a terrorist act has indeed been committed, as defined in the Terrorism Cover clause.

Terrorism during what year?

Since the NHT has allocated a maximum amount each year for payments as a result of **terrorism**, it is important to determine in what year the terrorist act was committed.

If it is certain or likely that the terrorist act occurred in year X, the terrorist act will be attributed to year X.

There may have been a series of interrelated terrorist acts, but which were committed during different years. In this case, the terrorist act is attributed to the year during which the first act in the series was committed. A series will end, in any case, if there is an interval of more than six months between the acts.

Determining the payment rate and compensation

The NHT adds up the amounts of all registered and expected claims. Based on the outcome, the NHT will then prepare a budget estimate and disclose whether the maximum amount available is sufficient to make full compensation under the claims. The NHT may expect the amount of the total number of claims to exceed the maximum payment amount. In this case, the NHT will establish a preliminary payment rate. This rate will be identical for all injured parties. The NHT may also decide to honour all claims immediately.

Please note: Payment will be made by the insured party’s own **insurer**. The **insured party** or injured party will have no direct contact with the NHT.

Full and final settlement of claims

The NHT will comply with the following terms:

- As soon as possible after it has been established that a terrorist act has been committed, the NHT will prepare an initial estimate. Based on this estimate, an initial rate of payment will then be established.
- This will be followed by a subsequent estimate after no more than six months, which may or may not result in a new payment rate.
- The NHT will then set the final payment rate within two years of the first estimate.

A new estimate may result in a higher payment rate. Subsequent payment will then be made for all claims registered at that time. If a new estimate results in a lower payment rate, however, no portion of the payments

made will be reclaimed. In this case, the new rate will only apply to claims which were reported after the previous rate was communicated.

Foreign currencies

Unless otherwise indicated, amounts under this insurance are expressed and payable in the currency stated in the policy document.

However, the **insurer** has the right to pay the damage, loss, costs or expenses in another currency. In the event of damage, loss, costs or expenses in another currency, conversion to and from that currency will be based on the exchange rate published in *Het Financieele Dagblad* on the day of settlement.

Any conversion to or from another currency will not increase the **sums insured** (insofar as applicable) as expressed in the currency stated in the policy document.

Contractual terms - facilities

Cover is provided under sections 1, 2 and 3 only if the **insured party** agrees a contractual clause for facilities, property, equipment and supplies that gives sufficient extra time compared to the **insured party's** original schedule to complete the **production**.

Contractual terms - stop date

Cover is provided under sections 1, 2 and 3 only if the **insured party** agrees on behalf of an **insured party** (as defined in section 2) to a contractual clause that provides sufficient additional time (of at least ten days) to the **insured party's** original schedule for completing that **insured party's** role in a **production**.

Awareness of matters

The **insured party** agrees to disclose to the **insurer** the material facts of any **production**, including any risks or hazards of which the **insured party** is aware or should reasonably be aware.

What do we do in the event of fraud?

We trust that you provide us with accurate and complete information. If you deliberately or wilfully fail to do so, you will be guilty of fraud. This is the case, for example, if you provide us with inaccurate details when applying for insurance or if you apply for compensation to which you are not entitled. You will also be guilty of fraud if you fail to provide us with important information required to assess your application. We will launch an investigation if there are indications that you are committing fraud. In this investigation, we will follow the guidelines set by the Dutch Association of Insurers. The provisions of this article apply not only to you as a **policyholder**, but also to all other **insured parties**, stakeholders or third parties who are found to commit fraud.

If you have been guilty of fraud, we may take any of the following measures:

1. terminate the insurance policy or not make payment under the policy;
2. cancel any other loans, insurance policies and accounts we may be administering on your behalf;
3. decide that you must repay a previously received payment or cover our investigation expenses;
4. file a police report;
5. register your data in the Central Information System of Dutch insurers. This is a database used by **insurers** to fight fraud. They comply with the *Protocol Incidentenwaarschuwingssysteem Financiële*

Instellingen (Procedures for Incident Alert System for Financial Institutions/PIFI), which has been approved by the *Autoriteit Persoonsgegevens* (Dutch Data Protection Authority).

All these measures are designed to ensure that you are not made to overpay as a result of others' violations of insurance laws and regulations.

Your premium payments will not be reimbursed if you have committed fraud.

Complaints procedure

If you have a complaint about the way we administer the insurance contract, you can contact the appropriate person or department in our organisation. If you are unable to resolve the problem together, you have the option to submit your complaint to the No Risk management by sending an email to info@norisk.eu.

If you are not satisfied with the solution provided, you can submit your complaint to a competent Dutch court in the Rotterdam or Amsterdam legal district.

Material change in risk levels and change in law

The **insured party** shall promptly notify the **insurer** in writing of any material change, of which it is or should reasonably be aware, to the insured party risk under this insurance, including any activities, conditions or dangers that materially increase the **insured party's** exposure to risks otherwise insured under any of the sections of this insurance.

Material, increasing risks resulting from these types of activities, conditions or dangers can be considered by the **insurer** for cover, provided the **insured party** complies with all additional terms and conditions required by the **insurer** and pays any additional premium. This cover is only effective if it is specifically stipulated in a clause to this insurance.

Notices and duty of disclosure

1. With the exception of the communications mentioned in the Claims Settlement Provisions, communications made between the **insured party** and the **insurer** shall be deemed to have been validly made if brought to the attention of the intermediary. Notifications from the **insurer** to the address of the **policyholder** last known to the **insurer** shall also be deemed to have been validly made.
2. The **insured party** acknowledges and agrees that, in taking out this insurance, the **insurer** has assumed in its decision to take out this insurance that communications in the application form and/or any information given to the **insurer** or any (financial) information made public by the **insured party** is true and accurate.

All these communications and information are important for the **insurer's** assessment of the risk and in making its decision to take out this insurance, whether at a higher premium or otherwise. They form the basis of this insurance and are considered part of this insurance.

Multiple insured parties

If the **insured party** consists of more than one party or legal entities, the liability of the **insurer** shall not exceed the amount for which the **insurer** would have been liable if the loss or damage had been suffered by any of those insured parties or legal entities.

Premium

1. The **policyholder** shall pay the premium and/or charges as stated in the policy document, to be increased by the insurance tax due, within 30 days of becoming due. If the **policyholder** has not paid

within thirty days, without further notice of default, no further cover will be granted for claims or circumstances which first become known to the **insured party** after the amount became due.

2. The **policyholder** shall still be required to pay the amount due. The insurance takes effect the day after the amount due has as yet been paid, however, only for claims or circumstances which become known to the **insured party** for the first time after the **insurer** has received the amount due.

Premium settlement and payment of claims

We undertake to pay the premium to the **insurers** as our own debt at the time this is due and payable by the **insured party** under the insurance contract. Unless expressly otherwise agreed or to be agreed, we will pay the premiums by crediting the current account of **insurers** for the premium payable by the **insured party** under the insurance contract, at which time the **insured party** will not be liable to the **insurers** for any further payments.

You are required to pay the premium to us directly. If the insurance was purchased through a second agent or broker and you have made payment to this second agent or broker, this payment will only release you of your obligations towards us after this second agent or broker has transferred this premium to us. Notwithstanding your liability to pay us the premium due, the insurance will only be valid for the period for which the premium was paid to us and for the period for which we granted you credit. In the interpretation of the above, you will be deemed to have received credit until you have been notified of its cancellation in writing.

Once the insurance has been established, you irrevocably authorise us to prematurely release **insurers** of their obligations under the insurance contract if you or, if the insurance was purchased through a second agent or broker, this second broker or agent fails to pay us the premium. We will not release the **insurers** of their obligations without notifying you of this intention in advance in writing.

Compensation and premium reimbursements

Unless the beneficiary has other wishes and has informed the **insurers** of these in advance in writing, we will debit the **insurers** for the compensation and premium refunds due through their current accounts. The **insurers** will consequently no longer be liable to pay as soon the compensation for damages has been received by the beneficiary, or once it has been settled with the beneficiary deducted in accordance with the law, or based on an arrangement we have made with the beneficiary. If the **insurers** have paid the compensation for damages and we remain in default of transferring this to the beneficiary, the **insurers** can reclaim the compensation for damages from us if they are asked again for payment by the beneficiary.

If we have transferred the compensation for damages received from the **insurers** to the second broker, but the latter is in default by neglecting to transfer this payment, the beneficiary will be able to reclaim the compensation for damages from the second broker or agent if the beneficiary has requested them to make payment directly or if the **insurers** reclaim this compensation for damages from them.

We will pay the compensation and premium reimbursements to the beneficiary. However, we will not be obliged to do more than pay the balance remaining after deducting from this compensation and premium reimbursements any due and payable (or otherwise), previously established claims against the **insured party** under any insurance policy whatsoever at the time the payment obligation arises. However, this deduction will not be made for insurance policies which have been issued to order or to bearer, unless the **policyholder** is entitled to the payment, and in the case of compulsory liability insurance. If the entitlement to payment is also subject to a right of pledge, as specified in Section 229 of Book 3 of the Netherlands Civil Code, or a privilege as specified in Section 283 of Book 3 of the Netherlands Civil Code, the deduction will not exceed the amount the **policyholder** is liable to pay in relation to the insurance under which the payment is made.

What happens if you default on your premium payments?

You are obliged to pay the premium after receiving the invoice. If you fail to pay your premium in full or in time, this will affect your insurance cover. You should therefore ensure you pay your premiums in time. If you pay your premiums by direct debit, make sure you have sufficient funds in your account, so we can debit your account on the date when the premium payment is due.

Principal risk

This insurance is based on 'principal risk' compensation. In the event of damage or loss, a maximum of the principal-risk sum insured is covered, as specified in the policy document.

To follow

In implementing changes of any kind whatsoever, as well as with regard to loss or damage, ex-gratia payments, reimbursements, etc., the **insurers** undertake to comply with the decisions made by the above **insurer(s)** (leader) and agreed upon with No Risk. However, an increase in the sum insured requires the approval of all **insurers** concerned.

Changes in risk levels

You are required to inform us of any changes to the insured risk and the insured sections prior to the start of the **production**. Any changes can be implemented up to the day before the **production**. If you fail to report these changes or fail to do so in time, any claims will be honoured in accordance with the policy terms and the changed circumstances which you have neglected to report to us will not be taken into account. You will not be able to rectify this or request that we modify your cover at a later stage. Any requests submitted in time to modify your cover will be processed, but will not necessarily result in acceptance of these modifications. There is a likelihood that the risk will no longer be acceptable or that a specific section is no longer insurable. Naturally, we will do everything we can to keep you covered, but this constitutes a best-efforts obligation.

Dutch law

This insurance policy is governed by Dutch law and is subject to Dutch jurisdiction.

Personal data

When you apply for insurance or if there are any changes in your insurance, we will ask you to provide us with certain personal details. We will use these details for the following purposes:

1. documenting and administering the insurance;
2. fulfilling the statutory and legal requirements;
3. preventing fraud;
4. undertaking marketing efforts;
5. safeguarding the security and ethics of the financial sector and our organisation, employees and customers.

Personal data processing is subject to the '*Gedragscode Verwerking Persoonsgegevens Financiële Instellingen*' (Code of Conduct for Personal Data Processing for Financial Institutions). You will find a copy of the full Code at www.verzekeraars.nl. Alternatively, you can request a copy from the *Verbond van Verzekeraars* (Dutch Association of Insurers).

Rights in the event of non-disclosure or incorrect disclosure

If we and/or the insurer have been harmed

Insurance does not cover the damage:

1. if you or another **insured party** have failed to comply with any of the obligations in the event of a claim, or any other obligation applicable to this insurance; and
2. if we and/or the insurer have been harmed as a result.

If we and/or the **insurer** are partially disadvantaged by this, you may receive part of the benefit.

If there was deception

Insurance does not cover the damage:

1. if you or another **insured party** have failed to comply with any of the obligations in the event of a claim; and
2. if its purpose was to mislead us and/or the insurer.

This does not apply if the deception does not justify the cancellation of the cover.

Obligations in the event of damage

If you or another **insured party** suffers damage, the following obligations apply:

1. If the event or threat of an **occurrence** that may result in damage or loss, you and the other **insured parties** must make every reasonable effort to prevent or mitigate that damage or loss.
2. As soon as you know or should know about a loss event, you must: report this to us truthfully as soon as possible; and report it to the police if it involves **theft**, burglary, vandalism or any other criminal offence. This obligation also applies to the other **insured parties**.
3. If you have a claim, you must give us all the information we require to assess whether you are entitled to a payment. You must provide us this information within a reasonable time and you must not tell untruths in doing so. This obligation also applies to the other **insured parties**.
4. When handling the claim, you and the other **insured party** are required: to follow all instructions given to you by us, or persons we have appointed, to cooperate fully, and not to do anything that could harm our interests.

Reasonable precautions

The **insured party** is required to take all reasonable precautions to prevent injury, damage or loss that may result in liability, to comply with all legal or other obligations and to take all reasonable steps to:

1. ensure that only competent employees are employed;
2. keep all facilities, premises, machinery and roads in a good state of repair.

Applicable law and disputes

This insurance is governed by Dutch law and all disputes arising from this insurance are subject to the decision of the competent court in Amsterdam.

Policyholder and position of insured party

The **policyholder** shall be responsible for the payment of all premiums and shall act on behalf of all other persons or organisations indemnified under this insurance, for providing and receiving all notices and for receiving any refund premium due under this insurance.

Changes

This insurance can be amended only by a written amendment issued by an authorised representative of the **insurer**.

General claims settlement provisions

The following General claims settlement provisions apply to the specified sections of this insurance.

Claims procedure

In the event that an **occurrence** takes place that can result in a claim,

1. a written notice containing:
 - a) sufficient information to identify the **insured party**;
 - b) all available information about the **occurrence**, including how, when and where it happened; and
 - c) all available names and addresses of each party who has suffered injury, loss or damage and of all available witnesses,will be given to the **insurer** as soon as reasonably possible after the **insured party** becomes aware of the **occurrence**.
2. the **insured party** shall:
 - a) provide a statement of claim and of related matters if requested to do so by the **insurer** (at the expense of the **insured party**);
 - b) take or permit reasonable measures necessary to mitigate the damage or loss resulting therefrom; and
 - c) immediately notify the **insurer** as soon as he becomes aware of any imminent prosecution, investigation or enquiry into a fatality in connection with such an **occurrence**.
3. the **insurer** has the right:
 - a) to sue in the name of the **insured party** but in favour of the **insurer** itself for any claim for indemnity, and any claimant under this insurance shall, at the request and expense of the **insurer**, take and permit all necessary steps to be taken to enforce rights against any other party in the name of **insured party** before or after any payment has been made by the **insurer**;
 - b) if and so long as it so desires, to assume sole direction and control of all claims and legal proceedings or alternative dispute resolution on behalf of the **insured party** and the **insurer** shall have complete discretion in the resolution of any claim; and
 - c) upon the occurrence of damage to, loss or destruction of **insured items**, without any liability, to enter any premises where such damage, loss or destruction has occurred and take possession of the **insured items** and to handle and salvage such property in a reasonable manner, and this insurance shall be evidence of consent and authorisation to do so. No item whatsoever can be surrendered to the **insurer**, whether it is taken into possession by the **insurer** or otherwise; and
4. the **insured party** shall not negotiate, admit liability, make promises and payments or settle without the written consent of the **insurer**.

The **insured party** shall provide cooperation and all requested assistance to the **insurer** and, at the request of the **insurer** and in accordance with its instructions:

- a) cooperate in negotiating or reaching settlements;
- b) cooperate in any proceedings to exercise a right to contribution or compensation against any person or organisation who may be held liable towards the **insured party** on account of injury or damage for which this insurance provides cover; and

- c) attend hearings and proceedings and cooperate in securing and giving evidence and having witnesses present.

In the event of an **occurrence** that results or may result in a claim under section 5 - Third-party property

1. the **insured party** shall:
 - a) immediately give written notice of this (and full details of the **occurrence**) to the **insurer**;
 - b) immediately notify the **insurer** in writing as soon as he becomes aware of any imminent prosecution or investigation of a fatal accident in connection with an **occurrence** for which there might be liability under this section;
 - c) immediately forward to the **insurer** any written or oral notice of liability, other proceedings or document provided to the **insured party**; and
 - d) provide all information and cooperation that the **insurer** may request within the time limits set by the **insurer**;
2. the **insured party** or other party that may be entitled to damages under this section shall NOT negotiate, admit liability, make any promises and payments or settle without the written consent of the **insurer**; and
3. the **insurer** has the right:
 - a) if and so long as it so desires, to assume sole direction and control of all claims and legal proceedings or alternative dispute resolution on behalf of the **insured party** and the **insurer** shall have complete discretion in the resolution of any claim; and
 - b) to sue on behalf of the **insured party** but in favour of the **insurer** itself, for any claim for damages.

For all sections, the following applies:

No rights can be derived from this insurance if the **insured party** fails to comply with one or more of the obligations in the Claims Procedure provision above, to the extent that the interests of the **insurer** have been damaged as a result. There is no prejudice to the interests of the **insurer** in a just acknowledgement of liability or in an admission of mere facts. Any right to benefits shall lapse if the **insured party** fails to comply with these obligations with the intent to deceive the **insurer**, unless the deception does not justify the lapse.

Subrogation

1. If the **insured party** has claims for damages against third parties in respect of losses suffered by it other than from insurance, such claims shall pass to the **insurer** by way of subrogation to the extent that it has compensated such losses, whether obligatory or not.
2. The **insured party** has a duty to provide, at their own expense, the **insurer** with all cooperation to exercise these rights.
3. The **insured party** shall not do anything and/or refrain from doing anything that may prejudice the position and/or potential or actual recourse or rights of recourse of the **insurer**.

Time limits and expiration of rights

When do the rights expire?

The right to compensation for damages expires 3 years after:

1. the damage occurred. **Insurers** calculate this from the moment the **insured party** knew about the damage or could have known about it. Within the specified period, the **insured party** must report the damage to the **insurers**;
2. **insurers** have rejected the request for compensation in writing or by email.

General definitions

Archival material

means **archival material** used in the **production**, but not recorded or filmed as part of the **production**.

Communicable disease

means any disease that can be transmitted from one organism to another organism via a substance or agent.

Computer system

means any computer, hardware, software, communication system, electronic device (including but not limited to smartphones, laptops, tablets and portable devices), server, cloud or microcontroller, including any similar system and any configuration of the aforementioned, and including any associated input, output, data storage device, network equipment or backup facility.

Cybercrime

refers to an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, running, use or operation of a **computer system**.

Cyber incident

refers to:

1. any error or omission or series of related errors or omissions involving access to, running of, use of or operation of a **computer system**; or
2. a situation involving partial or complete failure to access, run, use or operate a **computer system**.

Digital image and sound carriers

refers to any digital information carrier or device used to record or store images or sounds and the recorded or stored information.

Equipment/devices

refers to technical equipment used or to be used for the **production**, including but not limited to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, devices attached to a drone, generators, mechanical effects equipment, grip equipment and mobile dressing rooms.

Owned or not owned and in which **policyholder** has a business or other interest.

Excess (deductible)

refers to the amount payable by the **insured party** as stated in the policy document.

For the sake of clarity, the amount of the **excess (deductible)** is part of the **sum insured** or any other limit applicable to a section and is not in addition to any such limit.

Film material

refers to film and/or video and/or photographic material such as: unexposed (film) negative in stock, videotapes in stock, sound tapes in stock, exposed (film) negative (developed or undeveloped), recorded videotapes, **digital image and sound carriers**, recorded audio tapes, positives, internegatives, interpositives, working copies, cut copies, fine art copies, slides, cels, storyboards, drawings, graphic material and artistic work, data,

floppy disks, compact discs, hard disks and other digital information carriers for computers, software and related materials to create computer images.

Film material does not include backup materials, cutouts, unused or surplus footage, **archival material** or equipment to play the **film material**.

Insured items

refers to materials or facilities used or to be used by the **insured party** for that **production**.

Insured party

refers to the **policyholder** and every other legal entity identified as such in the policy document.

Insurer

those who jointly bear the insured risk, each for the share signed by the party or on the party's behalf.

Intellectual property rights

means every:

1. certification mark, copyright or moral right, database right, semiconductor topography right, patent, design right, trademark, collective mark or service mark;
2. legally recognised right or interest in a trade secret, or confidential or proprietary data other than personal data;
3. other legally recognised right or interest in any mode of expression, idea, likeness, appearance, image, name, slogan, style or method of conducting business, symbol, title, trade dress or other intellectual property anywhere in the world; or
4. legislation relating to piracy, unfair competition or other similar practices.

Location

refers to:

1. filming locations; or
2. locations used for developing negatives and editing the **production**; or
3. locations used to store items used in the **production**.

Occurrence

1. A single act or occurrence; or
2. multiple (a series of) acts or incidents that are in some way connected, for example, because the same person carried them out.

In establishing whether multiple acts or events combine to constitute a single occurrence, it is not relevant in what year(s) the loss occurred or was discovered.

Period of insurance

the period as indicated in the policy document.

Policyholder

the legal entity identified as such in the policy document.

Production

means any film, including but not limited to:

1. feature films; or
2. television productions or television series; or
3. animation productions; or
4. webcasts, viral videos or music videos;

reported to and accepted by the **insurer** and listed in the policy document.

Production costs

refers to:

1. all costs directly chargeable to a **production** and budgeted in the budget submitted to the **insurer**, including pre-**production costs** and overheads as reported by the **insured party** at the time of the declaration of the **production**. It does not include amounts paid under sections 1, 2, or 3 of this insurance or the cost of:
 - c) the underlying rights and materials including storyboard, screenplay, music rights, sound rights, royalties; or
 - d) fixed sets, wardrobe, props, **equipment** owned; or
 - e) premiums paid for this insurance, interest paid on loans and wealth tax; or
 - f) talent, services or facilities provided by others and not included in the budget of the **insured party** for a **production**.

At the time of the declaration, the **insured party** can specifically request to include any of the above costs, except that the premium for a particular section of insurance cannot be included in the **production costs** for that section.

2. In determining the costs directly chargeable to the **production**, fees for services rendered that are or become payable by the **insured party** to a partner, supervisory board member or director shall not be included except as part of overhead costs, unless the services are rendered by such persons in the capacity of producer, director, writer, actor or similar position, to the extent that the costs are specifically and directly related to the **production**.

Protection print

means a duplicate or digital master of the completed **production** in any format suitable for the intended release of the **production**.

Salvage costs

Any costs related to measures which are implemented and which reasonably must be taken in order to avert the immediate threat of covered damage or loss or to mitigate such damage or loss, as well as any damage or loss caused to any objects used for this purpose.

Shooting period

refers to filming and recording that begins on the first shooting day and ends when the scheduled filming is completed and whose expected dates have been communicated to and approved by the **insurer**.

Sum(s) insured

refers to the **sum insured** or the **sums insured** as stated in the policy document that apply to a section or sub-section.

Terrorism

refers to violent acts and/or behaviours, in the form of an attack or a series of attacks which are interrelated in terms of their time frame and objective; and the deliberate spread of germs or pathogens and/or substances causing injury and/or damage to the health of, or causing death in, humans or animals and/or damage to objects, or that would otherwise harm economic interests, where it is probable that this attack or series of attacks or the spread of germs, pathogens and/or substances, respectively, has been planned (in an organisational context or otherwise) and/or executed with the objective of achieving specific political and/or religious goals.

Theft

refers to theft, disappearance, misappropriation and/or loss.