

**Name and Address of Insured:**

As Per Certificate

**Producer:**

Front Row Insurance Brokers Inc  
#203-1508 West Second Avenue  
Vancouver, British Columbia  
V6J 1H2

**Policy Period:** From As Per Certificate To As per Certificate  
12:01 A.M. Local Time at the Address of the Named Insured

**Policy Number:** E208PR1430**DECLARATIONS**

Insurance is afforded only with respect to those coverages specified or in schedules incorporated herein:

Division I	Property and Equipment Breakdown	NOT COVERED
Division II	Business Income	NOT COVERED
Division III	Inland Marine	AS PER CERTIFICATE
Division IV	Automobile Insurance is provided only to the extent shown in the Certificate of Automobile insurance attached to the policy.	NOT COVERED
Division V	Non-owned Automobile	NOT COVERED
Division VI	Commercial General Liability	NOT COVERED
Division VII	Crime	NOT COVERED
Division VIII	Additional Coverages	NOT COVERED

**Deposit Premium: \$As Per Certificate**

In return for the payment of the premium, Everest Insurance Company of Canada agrees with the Named Insured to provide the insurance afforded by this policy. Everest Insurance Company of Canada has executed this policy, but it is valid only if countersigned by our authorized representative.

In witness whereof, this company has executed and attested those present; but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, Everest Insurance Company of Canada.

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Everest's insurance business in Canada.

January 10, 2015

Authorized Representative  
Everest Insurance Company of Canada

Countersignature Date

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

DIVISION III

SCHEDULE OF COVERAGES - INLAND MARINE

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<u>ITEM</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>LIMIT</u>
1.	As Per Rental Contract	As Per Certificate

DEDUCTIBLE:

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**Forms:** Rider No. 3 – Miscellaneous Equipment  
Statutory Conditions – 2184 (08/2012)  
Additional Exclusions – 4225 (02/2008)

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**Endorsements:** Theft from Unattended Vehicles Exclusion  
Laws or Regulations Prohibiting Coverage  
Communicable Disease, Virus and Bacteria Exclusion  
Absolute Cyber Exclusion with Coverage for Ensuing Loss Caused by Fire or Explosion

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**Loss Payable:** As Per Certificate

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**GEARPOLICY.CA POLICY WORDINGS  
RENTED EQUIPMENT**

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**Policy Description:**

This Policy Rider protects equipment owners (Loss Payee) from loss and damage incurred by their renters (Named Insured) for which a rental contract exists (Rental Contract). The Rental Contract must and shall include the legal entity of the Loss Payee, the Name, address and phone number of the Named Insured, the Named Insured's signed declaration and agreement of the rented equipment's total value in CAD\$ (Replacement Cost), and the date / time out, date / time return (Duration) of the rental period.

Fractional portions of any day shall be counted as 1 complete day (24 hour period)

Please note: This policy does not provide direct compensation to the Named Insured, nor does it provide coverage for personal injury liability or direct physical damage to an unnamed 3<sup>rd</sup> party.

**Certificates Shall Indicate Coverage:**

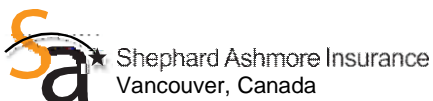
A certificate bearing the Loss Payee, the Named Insured, the total Replacement Cost, Duration of coverage, Insurance Company and Master Policy number will be sent electronically to the Loss Payee and Named Insured upon successful completion of payment via the GearPolicy payment gateway and shall indicate that a policy is in force and active. Any changes or cancellations made after policy issuance will be subject to additional fees. Cancellations must be made 24 hours prior to commencement of policy term (rental start date).

Further information, please see: <http://gearpolicy.ca/faq>

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There are key exclusions found within this document that may limit coverage. Please be sure to read and understand all items as provided. The completed purchase of this policy shall constitute your agreement to all terms and conditions as outlined herein. **A clause exists within this policy that limits the amount payable. E.E&O.**

broker of record:



ed: gp-ev-02/15

**THIS DOCUMENT IS NOT AN INDICATION THAT A POLICY EXISTS,  
IS PROMISED OR HAS BEEN BOUND. IT IS ONLY FOR YOUR INFORMATION WHEN  
CONSIDERING OUR QUOTATION OF INSURANCE. A POLICY WILL ONLY  
BECOME EFFECTIVE WHEN FULL PAYMENT HAS BEEN RECEIVED AND  
A BINDING NOTIFICATION HAS BEEN SENT TO THE NAMED INSURED.**

**1. PROPERTY COVERED**

We agree to pay to you or on your behalf the value of contents of every description consisting principally of cameras and camera equipment, music instruments and related equipment, sound reinforcement, audio and lighting equipment including computers, laptops and portable A/V recording devices, mechanical effects equipment, grip equipment, spare and duplicate parts, and supplies, as stated in the rental contract; for which you are legally liable or in which you have any insurable interest; and which is lost, damaged or destroyed. The loss, damage or destruction must result from a Covered Cause of Loss occurring during the Policy Period while the property is used or to be used in connection with your BUSINESS/OPERATIONS, including personal use, and other use usual or incidental thereto.

**2. TERRITORY**

The property is covered on a world wide basis including while in transit.

**3. PROPERTY NOT COVERED**

This Policy **does not** cover loss of or damage to:

- A) Buildings;
- B) Film or videotape or recording tape or disks of any kind except for blank value;
- C) Watches or jewelry or furs;
- D) Books of account; bullion; securities; stamps and tokens; tickets; evidence of debt or title; and money;
- E) Aircraft (including gliders and hang-gliders), watercraft, railroad cars or railroad equipment;
- F) Motor vehicles; but this exclusion does not apply to property covered which is mounted in or on any motor vehicle and used or to be used in connection with your operations;
- G) Property illegally acquired, kept, stored or transported or property seized or confiscated for breach of any law or by order of any public authority.

**4. LIMIT OF LIABILITY**

Our Limit of Liability for any one occurrence shall not exceed the amount stated in the rental contract.

**5. DEDUCTIBLE**

Our liability for loss shall only be to pay the limit of liability in excess of the deductible stated in the rental contract. This deductible does not apply to fire, lightning, explosion, cyclone, tornado or impact by aircraft.

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**6. COVERED CAUSE OF LOSS**

We will pay for direct physical loss or damage to the property described in Property Covered 1. from any cause except as stated in exclusions elsewhere in this Policy.

**7. EXCLUSIONS**

This Policy does not apply to loss, damage or destruction caused by or resulting from:

- a) Changes of temperature or dampness of atmosphere or dryness of atmosphere;
- b) Insects or vermin;
- c) Inherent vice or latent defect;
- d) Wear and tear or gradual deterioration;
- e) Shortage disclosed on taking inventory or mysterious disappearance;
- f) Intentional acts by you or at your direction;
- g) Any dishonest or criminal act on your part or by any other party of interest, or by any employees or agents of yours, or by any person to whom the property covered may be entrusted (carriers for hire or bailees for hire excepted); but this exclusion does not apply to physical damage caused directly by your employees which results from a peril otherwise insured and not otherwise excluded;
- h) Delay or loss of market or loss of use except as provided for in Property Covered 1.

Nor does this Policy cover:

- i) Loss, damage or destruction of any property covered while undergoing any process or while being actually worked upon and where any such loss, damage or destruction is due thereto; but this exclusion does not apply to loss, damage or destruction which results from a peril otherwise insured and not otherwise excluded;

**8. DEBRIS REMOVAL**

We will indemnify you for expenses incurred in the removal from the location of any loss, damage or destruction of debris of the property covered for which insurance is afforded under this Policy.

Our liability for any one occurrence shall not exceed \$25,000 which shall be in addition to and not part of any other applicable limit of liability.

**9. LOCKED VEHICLE WARRANTY**

You warrant that any vehicle in which the property covered is carried is equipped with a fully enclosed body or compartment and we shall be liable in case of loss by theft from an unattended vehicle only as a result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

This clause does not apply to property which is under the control of:

- a) Any carrier for hire or bailee for hire or anyone claiming to be such, or
- b) Any film production company or video production company or crew of either thereof other than your own company or crew.

#### **10. INTRUDER ALARM WARRANTY**

This warranty is applicable only if so indicated in the rental contract and then only to the peril of theft. Failure to comply with it could void the coverage to which it otherwise applies. You warrant that during the Policy term an intruder alarm system at the premises described in the rental contract will be maintained in proper working order and to your knowledge will be activated at all times when the premises are not occupied.

#### **11. VALUATION**

Property is valued at the Replacement Cost.

Unless otherwise stated herein, property owned by others is valued at your legal liability not exceeding Replacement Cost New with material of like kind and quality or upgrades as required by the rental contract; except that if the Insured elects to cover such property even if the Insured is not legally liable as provided for in Clause 1. PROPERTY COVERED, then such property shall be valued at the option of the owner on either an Actual Cash Value basis or Replacement Cost.

#### **12. STATED AMOUNT CLAUSE**

It is part of the consideration of this Policy and the basis upon which the rate of premium is fixed that you must maintain insurance by, or concurrent in form, range and wording with, this Policy on the property covered hereby, so that the total amount of insurance on the said property shall be not less than the Limit of Liability indicated in the Policy Certificate (including the amount of insurance effected by this Policy) and that, failing to do so, you shall be a co-insurer to the extent of an amount sufficient to make the total insurance on the said property equal to the Limit of Liability indicated in the Policy Declarations and, in that capacity, you shall bear your proportion of any loss that may occur.

In the event the Limit of Liability is reduced, then this clause shall be automatically adjusted to apply to the reduced limit.

#### **13. AUTOMATIC ACQUISITION**

If during the Policy term, you acquire or take possession of any property amended to or altered onto the rental contract, then that property is covered from the time of such acquisition or possession, but our Limit of Liability is not increased thereby.

Notwithstanding the foregoing and upon any such acquisition or possession, our Limit of Liability otherwise applicable may be increased, but only if you report the details and value thereof to us or to Shephard Ashmore forthwith from the date of such acquisition or possession. Additional premium may apply.

## 14. DEFINITIONS

- **“YOU” and “YOUR”** means the person or organization identified in the Policy Certificate as the NAMED INSURED.
- **“WE”, “US”, “OUR” and “OURS”** means the Insurer providing this insurance.
- **“The Owner”** means the person or organization loaning or lending the equipment to the person or organization identified in the Policy Certificate as the Named Insured.

### ACTUAL CASH VALUE

▪**Actual Cash Value** means either of the following at the owner's request:

- The cost of reasonably restoring the covered property to its condition immediately before the loss, damage or destruction; or
- The value of the covered property, with proper deduction for depreciation however caused, immediately before the loss, damage or destruction;

whichever is less.

### REPLACEMENT COST

▪**Replacement Cost** means either of the following at the owner's request:

- The cost of reasonably restoring the covered property to its condition immediately before the loss, damage or destruction; or
- The cost of replacing the covered property with new and substantially identical property, immediately before the loss, damage or destruction ;

whichever is less.

## 15. FIRST NAMED INSURED

The person or organization first named in the Policy Certificate is primarily responsible for payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this Policy.

## 16. CHANGES

This Policy can only be changed by a written amendment from us that becomes part of this Policy. The amendment must be signed by us or by one of our authorized representatives.

## 17. AUDIT OF BOOKS AND RECORDS

Acting reasonably, we may audit your books and records as they relate to this insurance at any time during the term of this Policy and up to three years afterwards.

## 18. CONFORMANCE

Any terms of this insurance which are in conflict with the applicable statutes of the jurisdiction in which this Policy is issued are amended to conform to such statutes.

## 19. LIBERALIZATION

If we adopt any changes while this Policy is in force or within two (2) months prior to its effective date, which could broaden or extend this insurance with or without an additional

premium charge, you will automatically receive the benefit of the broadened or extended coverage.

## **20. PREMIUM AUDIT**

We will compute all premiums for this Policy in accordance with our rules and rates.

Premium shown for this Policy as advance premium is a deposit premium. At the close of each audit period indicated in the Policy Declarations we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premium paid for the Policy term is greater than the earned premium, we will return the excess to the first Named Insured.

## **21. NOTICE OF LOSS**

Failure of an agent or one of your employees, other than an officer, to notify us of any incident that he knows about will not affect the insurance afforded by this Policy.

## **22. OUR OPTIONS**

In the event of loss or damage covered by this Policy, we will either:

- Pay the value of the lost, damaged or destroyed property;
- Pay the cost of repairing or replacing the lost, damaged or destroyed property, plus any reduction in value of repaired items;
- Take all or any part of the lost, damaged or destroyed property at an agreed or appraised value; or
- Repair, rebuild or replace the lost, damaged or destroyed property with other property of like kind and quality or as agreed to elsewhere herein.

We will not pay more than your insurable interest in the property covered.

We will give notice of our intentions within 30 days after we receive the sworn Proof of Loss.

We may adjust losses with the owners of the lost, damaged or destroyed property. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their insurable interest in the property covered.

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

## **23. PRIMARY INSURANCE**

Except with respect to the interest of any loss payee which is subject to the Loss Payable Clause, insurance under this Policy is first loss and primary and not contributing, notwithstanding any other insurance which may apply to any loss, damage or destruction covered by this Policy.

## **24. OTHER INSURANCE**

If there is other valid and collectible insurance available to you for any loss, damage or destruction covered by this Policy, you shall assign to us to the extent possible and as a condition precedent to your right to recover under this Policy, all your rights, title and interest in such other insurance.



## **25. RECOVERED PROPERTY**

If any lost, damaged or destroyed property is recovered by you or us after a loss payment is made, the party making the recovery must give the other party prompt notice.

When property is recovered, the owner may:

- Keep the recovered property and return the loss payment to us; or
- Keep the loss payment and we will keep the recovered property.

If any recovered property has salvage value, or if there is any money recovered through subrogation, we will first reimburse the owner for:

- The deductible amount;
- Any uninsured loss resulting from an insufficient limit of liability.

If there are any expenses in recovering lost, damaged or destroyed property, or through subrogation, we will share the expenses with the owner in proportion to the amount we are each reimbursed.

## **26. OUR RIGHT TO RECOVER PAYMENT**

If any person to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment; and that person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

## **27. RELEASES**

You have the right, prior to any loss known to you, to release in writing any person or organization from liability for such loss; and, notwithstanding the foregoing, at any time prior to any loss known to you and upon your request we may waive our right to recover from any person or organization to whom you have leased, loaned or rented any covered property.

## **28. PAIR, SET OR PARTS**

In the event of loss, damage or destruction to property covered which is part of a pair or set, the owner may choose one of the following methods of loss payment. We will pay the owner:

- The Actual Cash Value of the pair or set. You will return to us the remaining pieces; or
- The Replacement Cost of the damaged pieces and you will keep the undamaged pieces. If the pair or set with the repaired pieces has a lower value than it had prior to the loss, we will also pay the difference. In no event will we pay more than the Replacement Cost that the pair or set had prior to the loss; or
- The Actual Cash Value of the lost, damaged or destroyed pieces prior to the loss when the pieces cannot be found or repaired. The owner will keep the undamaged pieces. If the remaining pieces have a reduced value, we will pay the difference between the value of the remaining pieces prior to the loss and after the loss. In no event will we pay more than the Replacement Cost of the pair or set prior to the loss.

**29. PERMISSION**

We grant the owner permission to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to their operations.

**30. BREACH OF CONDITIONS**

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the owner to recover under this Policy, the breach shall not disentitle the owner to recover if the owner establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any situation over which you had no control.

**31. REINSTATEMENT**

Loss under any item of this Policy shall not reduce the applicable Limit of Liability.

**32. LOSS ADJUSTMENT**

For property covered in which the Loss Payee stated in the Policy Certificate has an insurable interest, we will:

- Adjust losses with the loss payee;
- Pay any claim for loss or damage jointly to the Loss Payee, as the respective interests may appear, unless the Proof of Loss states otherwise. For property covered which is not owned by you and for which you are not legally liable we reserve the right to adjust losses with the owner thereof.

**33. SUBROGATION WAIVER**

The Insurer hereby waives subrogation against any person insured by the policy including all band members, all crew, all volunteers, and all management companies; and any directors, officers or employees of any of them.

**34. LOSS PAYABLE CLAUSE**

This clause applies to the loss payee named in the Policy Certificate.

1. Breach of Conditions.

This Policy and every documented renewal thereof as to the interest of the loss payee only therein is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to you or the owner or the possessor of the property covered if other than you, including transfer of interest, any vacancy or non-occupancy, or the occupation or use of the property for purposes more hazardous than specified in the description of the risk; provided always that you will notify us forthwith (if known to you) of any transfer of interest or increased hazard that shall come to your knowledge; and that every increase of hazard not permitted by this Policy shall be paid for by you, on reasonable demand, from the date such hazard existed within the term of this Policy according to the established scale of rates for the acceptance of such hazard.

2. Right of Subrogation.

Whenever we pay the loss payee any loss award under this Policy and we claim that, as to you or the owner or the possessor of the property covered if other than you, no liability therefore existed, we shall be legally subrogated to all rights of the loss payee against you; but any subrogation shall be limited to the amount of such payment and shall be subordinate and subject to the basic right of the loss payee to recover the full amount of its debt in priority to us; or we may at

our option pay the loss payee all amounts due or to become due under your debt or on the security thereof, and shall thereupon receive a full assignment and transfer of the debt together with all securities held as collateral to the debt.

3. Other Insurance.

If there be other valid and collectible insurance upon the property covered with loss payable to the loss payee, at law or in equity, then any amount payable there under shall be taken into account in determining the amount payable to the loss payee.

4. Who May Give Proof of Loss.

In your absence, or your inability, refusal or neglect to give notice of loss or deliver the required Proof of Loss under this Policy, then the loss payee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

**34. LOSS PAYABLE  
CLAUSE, cont'd**

5. Termination.

The terms of this Loss Payable Clause coincide with the term of this Policy; provided always that we reserve the right to cancel this Policy as provided by Statutory provision but agree that we will neither terminate nor alter this Policy to the prejudice of the loss payee without the notice stipulated in such Statutory provision.

6. Foreclosure.

Should title or ownership of the property covered become vested in the loss payee and/or assigns as owner or purchaser under foreclosure or otherwise, this Policy shall continue until expiry or cancellation for the benefit of the said loss payee and/or assigns.

Subject to the terms of this Loss Payable Clause (and these shall supercede any Policy provisions in conflict therewith but only as to the interest of the loss payee) loss under this Policy is made payable to the loss payee.

At your request, the loss, if any, under this Policy, is hereby made payable to **PER POLICY DECLARATIONS** as their interest may appear, subject to the conditions of this Loss Payable Clause.



Peter Parkin, President

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Shephard Ashmore (Vancouver) Insurance Inc.  
Authorized Representative

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**THEFT FROM UNATTENDED VEHICLES EXCLUSION**

**THIS ENDORSEMENT, EFFECTIVE:** January 10, 2015

**(12:01 A.M. local time), forms a part of**

**POLICY:** E208PR1430

**ISSUED TO:** As Per Certificate

It is hereby understood and agreed that with respect to **Rider No.3-Miscellaneous Equipment**, 7. Exclusions, this Policy shall not cover theft of any insured property from any unattended vehicle (parked, with no dedicated security services).

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**DATE OF ISSUE:** January 10, 2015



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Authorized Representative

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**LAWS OR REGULATIONS PROHIBITING COVERAGE**

**THIS ENDORSEMENT, EFFECTIVE:** January 10, 2015

**(12:01 A.M. local time), forms a part of**

**POLICY:** E208PR1430

**ISSUED TO:** As Per Certificate

This insurance does not apply to the extent that any law or regulation including, but not limited to, economic or trade sanction prevents the Insurer from paying the claim.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**DATE OF ISSUE:** January 10, 2015



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Authorized Representative

PRP-021

POLICY NUMBER: **As Per Certificate**

Commercial Property

**THIS ENDORSEMENT FORMS PART OF THE POLICY. PLEASE READ IT CAREFULLY. COMMUNICABLE DISEASE, VIRUS AND BACTERIA EXCLUSION (Ed04/20)**

**This endorsement forms part of the insurance provided under Divisions I, II, III and VII of this policy and is meant to reiterate Everest's view that losses or damages relating to communicable diseases, virus, bacterium, parasite or other organisms are not and never were covered under this policy.**

Endorsement effective: **Effective Date**  
at 12:01 A.M. standard time

Named Insured: **Insured Name**

The following provision is added to the **GENERAL EXCLUSIONS** (Applicable to Divisions I, II, III and VII):

**5. COMMUNICABLE DISEASE, VIRUS AND BACTERIA EXCLUSION**

- A.** This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or damage occurring during the period of insurance. Without restricting the generality of the foregoing, any loss or damage caused by any virus, bacterium, parasite or other organism or any variation thereof, including contamination of property, is not physical loss or damage to property.

For greater certainty, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost or expense arising out of, caused by, attributed to, or occurring concurrently or in any sequence to "communicable disease", including but not limited to:

- 1.** Any tangible or intangible property insured under this policy that is affected by such "communicable disease"; or
- 2.** Clean-up, detoxify, remove, monitor or test for a "communicable disease"; or
- 3.** Which is incurred, sustained or imposed in relation to steps or measures taken in connection with the avoidance, prevention, abatement, testing, monitoring, mitigation, remediation, clean-up or removal of a "communicable disease"; or
- 4.** Which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with any court, government agency or any public, civil or military authority, or threat thereof, which arises directly or indirectly from a "communicable disease", or from steps or measures taken in connection with the avoidance, prevention, abatement, testing, monitoring, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

This exclusion also applies to any loss or damage arising directly or indirectly out of fear or threat (whether actual or perceived) of any virus, bacterium, parasite or other organism.

**PRP-021**

**B.** For the purposes of this endorsement, the following Definition applies:

“Communicable disease” means any infectious or contagious substance:

- 1.** Including, but not limited to a virus, bacterium, parasite or other microorganism or any mutation thereof whether deemed living or not, and
- 2.** Regardless of the method of transmission, whether direct or not, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured under this policy.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

PRP-036

POLICY NUMBER: As per Certificate

Commercial Property

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

**ABSOLUTE CYBER EXCLUSION**  
**WITH COVERAGE FOR ENSUING LOSS CAUSED BY FIRE OR EXPLOSION (Ed03/21)**

**This endorsement modifies insurance provided under Divisions I, II, III and VII of this policy.**

Endorsement effective: **Effective Date**

at 12:01 A.M. standard time

Named Insured: **Insured Name**

The following provision is added to the **GENERAL EXCLUSIONS** (Applicable to Divisions I, II, III and VII):

**ABSOLUTE CYBER EXCLUSION WITH COVERAGE FOR ENSUING LOSS CAUSED BY FIRE OR EXPLOSION**

- a. This policy does not insure against loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in sequence to the loss or damage:

“Cyberterrorism”, “Cyberwarfare” or any “Cyber Event”, including loss, damage cost or expense resulting from or caused directly or indirectly by any of the following:

- i. Physical loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from “Cyberterrorism”, “Cyberwarfare”, or a “Cyber Event” that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on;
- ii. Any unauthorized access to or unauthorized use of “Electronic Data”, “Electronic Media and Computer Systems” or “Cloud Computing Services”, including any attempt to collect, expose, alter, destroy, steal or disclose any person's or organization's confidential, personal, proprietary or other non-public information in any recordable form;
- iii. Any action which is designed to disable, slow or completely interrupt or deny an authorized party from gaining access to the Insured's “Electronic Media and Computer Systems or website”;
- iv. Any interruption of voice, data, video, data processing, data transmission services, or “Cloud Computing Services” at the facilities of the provider (including satellites and transmission and distribution lines) of such services that prevents in whole or in part the delivery of such provided services;
- v. Extortion threats, fraud or theft involving any “Electronic Data”, “Electronic Media and Computer Systems”, website or any confidential, personal, proprietary or other non-public information including but not limited to costs or expenses associated with notification, remediation, mitigation or prevention of a security breach;



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**PRP-036**

However, in the event that fire or explosion result from any cause or event described above, this Policy, subject to all its terms, conditions and exclusions, will cover loss occurring during the Policy period to property insured by this Policy directly caused by such fire or explosion.

b. For the purposes of this endorsement, the following Definitions apply:

- i. "Cloud Computing Services" means services: (i) in the business of storing, managing and processing "Electronic Data" for which the Insured has a written contract and (ii) that provide access to and use of software and/or a network of remote servers hosted away from an Insured Location to store, manage or process such "Electronic Data."
- ii. "Cyber Event" means:
  - 1. Any malicious or harmful code, virus, denial of service attack or any other unauthorized, malicious or criminal act that is directed at, enacted upon or introduced into and which damages, disrupts, prevents or restricts access to or use of any "Electronic Media and Computer Systems" or "Electronic Data";
  - 2. Any error or omission or series of related errors or omissions involving access to or processing, programming, use, or operations of any "Electronic Media and Computer Systems" or "Electronic Data";
  - 3. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility.
- iii. "Cyberterrorism" means premeditated use of disruptive activities, or threat to use disruptive activities, against an Insured's "Electronic Data", "Electronic Media and Computer Systems" or "Cloud Computing Services", with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person in furtherance of such objectives.
- iv. "Cyberwarfare" means actions taken in cyberspace by state actors (or by non-state actors with significant state direction or support) that constitute a serious threat to another state's security, or an action of the same nature taken in response to a serious threat to a state's security, whether actual or perceived.
- v. "Electronic Data" means facts, concepts and information, including compilation thereof, converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment, including programs, software, applications, operating systems, audio and image files, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- vi. "Electronic Media and Computer Systems" means hardware, devices and electronic equipment used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting "Electronic Data", including but not limited to associated input and output devices, laptop computers, desktop computers, data storage devices of all kinds, external drives, magnetic tapes, discs, networking equipment, components, servers, data processing equipment, information repository, computer memory, microchip, microprocessors, computer chips, integrated circuits, systems controlling or associated with the operation or monitoring of equipment or machinery, or similar devices or equipment or non-computer equipment, whether the Insured's property or not.

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto relating to Cyber, Electronic Data, Media, or Computing Services, replaces that wording.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**