

Errors & Omissions Insurance Proposal Form

This is an important document, please read it carefully.

If you do not understand or if you have any questions regarding any matter in this document, including the **Important Notices**, please contact us or your insurance broker before signing the **Declaration** at the end of this document.

Unless we, have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

Important Notices

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurers to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

Agent of Insurers

In accordance with the requirements of the Corporations Act 2001 we advise that Austagencies Cinesure, in arranging or effecting this insurance or in dealing with settlement claims, will be acting under an authority given to it by certain insurers. Accordingly Austagencies Cinesure will be acting as an agent of the insurers and not an agent of the Insured.

Company Name	ABN	AFSL	Percentage	Place of Business
CGU Insurance Ltd	27 004 478 371	238291	65.00%	Sydney, Australia
QBE Insurance (Australia) Ltd	78 003 191 035	239545	35.00%	Sydney, Australia

Insuring the Interest of Other Parties

If the subject matter of your policy is property and the policy contains a provision limiting the Insurers' liability to loss only in respect of your interest in that property, then the policy does not provide insurance for the interest of any other party.

Note: If you wish to include the interest of any other party, then please contact us or your insurance broker, because it is important that such interest be noted on the policy.

Contract Affecting Rights of Subrogation

If your policy contains a provision that excludes or limits the Insurers' liability in respect of any loss sustained by you where you have entered into an agreement with a third party which excludes or limits your rights to recover damages against that third party in respect of that loss, then the Insurer may rely on that provision to exclude or limit its liability to you in respect of that loss.

Important Workers' Compensation Notice

You are reminded that all employers must arrange suitable Workers' Compensation Insurance with authorized insurers and that this policy does not provide Workers' Compensation Insurance.

Several Liability Notice

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Important Notices (continued)

Privacy

We are committed to protecting you and your clients' privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot properly quote for your clients' insurance and we cannot insure them. You can check the personal information we hold about you and your clients at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, ask us for a copy.

Duty of Disclosure

What you need to tell us

You must tell us anything that you know, or should know, could affect our decision to insure you and / or the terms on which we insure you. You must do this when you apply for a policy, renew your policy or when you change or reinstate your policy. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the policy. These requirements are part of the Insurance Contracts Act 1984.

What you do NOT need to tell us

You do not need to tell us anything that:

- reduces our risk.
- is of common knowledge.
- we know, or as an insurer should know.
- we indicate that we do not want to know.

What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay you for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your policy as if it never existed.

1. Name of Proposer: _____

2. Address: _____

3. Telephone No: _____ Facsimile No: _____

Email Address: _____

4. Proposer is:

(A) Individual: (B) Partnership: (C) Company:

5. Is the proposer registered for GST ? YES NO

ABN: ITC: %

6. Names and Titles of Principles, Directors, Partners or Individuals:

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____

7. Period of Cover (Note cover is for 3 years):

Date From: _____ Date To: _____

8. Required Coverage Limits (Please tick only one of the below options):

- (A) AUD\$1,000,000 any one claim / AUD\$3,000,000 in the aggregate
- (B) AUD\$1,500,000 any one claim / AUD\$4,500,000 in the aggregate
- (C) AUD\$2,000,000 any one claim / AUD\$6,000,000 in the aggregate

9. Title of Production: _____

10. Type of Production e.g. Feature film, television series, documentary, short film etc:

11. Number of episodes: _____

12. Total running time of production: _____

13. Has a title report been obtained from any one of the title clearance services ?
 YES NO

If Yes, name the clearance service
 (Attach copy of report) _____

If No, this policy will exclude any and all cover for the title of production.

14. Name, address and telephone number of Proposer's Lawyer:
(If a firm, also name individual)

15. Has Proposer's lawyer read the "clearance procedures" included with this form ?

YES NO

If No, please explain

16. Has Proposer's lawyer approved as adequate the steps taken for clearance procedures used in connection with the production ?

YES NO

If No, please explain

17. Name of Producer (Individual):

Name of Executive Producer (Individual):

18. Name of Authors and Writers (Including underlying works, screenplays, etc):

19. Will any film clips be used in this production:

YES NO

If Yes, have all necessary licences and consents been obtained by the Proposer's lawyer ?

YES NO

If No, explain and attach copy of the lawyer's report.

20. Is the name or likeness of any living person used or is any living person portrayed (with or without use of name or likeness) in the production ?

YES NO

If Yes, have clearances been obtained in all cases ?

YES NO

If No, please explain

21. Is the name or likeness of any deceased person portrayed (with or without use of name or likeness) in the production ?

YES NO

If Yes, have clearances been obtained in all cases from personal representatives, heirs or other owners of such rights ?

YES NO

If No, please explain _____

22. Has the Proposer or any of its agents bargained for:

(A) Any rights in literary, musical or other material ? YES NO

(B) Releases from any person in connection with the above production and been unable to obtain agreement or release ? YES NO

If Yes to (A) or (B), please explain _____

23. Are actual events portayed in the production ? YES NO

If Yes, please explain _____

24. Is the Production:

(A) Entirely fictional ? YES NO

(B) Based on actual facts or happenings ? YES NO

(C) Based on another work ? YES NO

If Yes to (A), (B) or (C), please explain _____

25. Is the Production:

(A) Quiz or panel show ? YES NO

(B) Interview or forum ? YES NO

(C) Variety or musical ? YES NO

(D) Dramatic or docudrama ? YES NO

(E) Children's show ? YES NO

(F) Other ? YES NO

26. Storyline (Please attach a synopsis or brief summary of storyline):

27. Have the following been cleared:

(A) Recording and synchronisation rights ? YES NO

(B) Musical and Performing rights ? YES NO

If No to (A) or (B), please explain _____

28. Has the Proposer had prior errors and omissions insurance on production to be insured ?

YES NO

If Yes, please attach copy of prior policy _____

29. Has the Proposer or any officers, directors or partners, ever been refused similar insurance for this production or any other production ?

YES NO

If Yes, please explain _____

30. Proposer declares that it and all of its officers, directors and partners and their counsel, have no knowledge, actual or constructive:

(A) of any claims or legal proceedings made or commenced against the Proposer or any officers, directors, partners or subsidiary or affiliated corporations within the last three (3) years for invasion of privacy, infringement of copyright (statutory or common law), defamation, unauthorised use of titles, formats, ideas, characters, plots or other programme material embodied in this or any other production or breach of implied contract arising out of alleged submission of any literary or musical material.

No Exceptions

Except as follows: _____

(B) of any threatened claims or legal proceedings against the Proposer or any officers, directors, subsidiaries or partners or against any other person, firm or company arising out of or based upon the production including title thereof or any material upon which the production is or will be based that would be covered by the policy sought to be obtained by the Proposer.

No Exceptions

Except as follows: _____

(C) of any facts, circumstances or prior negotiations by reason of which they or any of them believe that a claim might reasonably be asserted or legal proceedings instituted against the Proposer that would be covered by the policy sought to be obtained by the applicant

No Exceptions

Except as follows: _____

31. Proposer agrees to obtain from third parties from whom it obtains material for the production, written indemnities against claims arising out of the use of such material.

Signature: _____

32. If the Proposer is a partnership, please provide the names and addresses of each partner

33. If the Proposer is a proprietary limited company or a private business venture, other than a partnership, please supply the names and addresses of each director.

34. Have any of the Proposers ever been convicted of a criminal offence relating to arson, fraud or otherwise involving dishonesty ?

YES NO

If YES, please provide full details _____

35. Have any of the Proposers:

A) Ever had any insurance declined, cancelled or made the subject of special terms or conditions ? YES NO

B) Lodged a claim on an insurance policy (other than for a motor vehicle or a life policy) during the past 5 yrs ? YES NO

C) Ever had a claim declined by an insurance company ? YES NO

If YES to A), B) or C), please provide full details _____

36. Have any of the Proposers arranged any other Insurance through Cinesure or with any other Insurer, which covers the subject matter of this Proposal ? YES NO

If YES, please provide full details _____

37. Have any of the Proposers entered into any agreement which would affect Your right to make a claim against a responsible Third Party in the event of a claim under the Insurance now being proposed ? YES NO

If YES, please provide full details _____

38. Is the financial interest of any other person or organisation (for example, a mortgagee or other financier, lessor or principal), to be noted on the Policy ? YES NO

If YES, please provide full details _____

Please Note

Questions 34 to 37 also apply to any person identified in answers to Questions 32 and 33.

Declaration

This Declaration must be signed by the intending Insured as the Proposer(s). If the intending Insured is a Company, Partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be one authorised to sign on behalf of all persons / entities identified as the intending Insured.

Before completing this document, I/we have read and understood the information herein, including the Important Notices.

The answers given in this document and any other information supplied by the intending Insured or by any other party on their behalf, are truthful and accurate.

I/We understand that Austagencies Cinesure are relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

Signature: _____

Name (PRINT): _____

Position / Title: _____

Date: _____

CLEARANCE PROCEDURES

The following is a guide, not a complete checklist, for the Proposer's lawyer who should make certain that the undernoted points have been complied with prior to final cut or first exhibition of the production to be insured.

- 1.** The script should be read prior to commencement of the production to eliminate matter which is defamatory, invades privacy or is otherwise potentially actionable.
- 2.** Unless the work is an unpublished original not based on any other work, a copyright report must be obtained. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired a similar review should be made on copyright and renewals on any copyrighted underlying property.
- 3.** If the script is an unpublished original, the origins of the work should be ascertained - basic idea, sequence of events and characters. It should be ascertained if submissions of any similar properties have been received by the applicant and, if so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
- 4.** Prior to final title selection, a report should be obtained.
- 5.** Whether production is fictional (and location is identifiable) or factual, it should be made certain that no names, faces or likenesses of any recognisable living persons are used unless written releases have been obtained. Release is unnecessary if person is part of a crowd scene or shown in a fleeting background. Telephone books or other sources should be checked when necessary. Releases can only be dispensed with if the applicant provides the insurer with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the insurer. The term "living persons" include thinly disguised versions of living persons or living persons who are readily identifiable because of identity of other characters or because of the factual, historical or geographical setting.
- 6.** Releases from living persons should contain language which gives the applicant the right to edit, delete material juxtapose any part of the film with any other film, change the sequence of events or of any questions posed and/or answers, fictionalise persons or events including the releasee and to make any other changes in the film that the applicant deems appropriate. If a minor, consent has to be legally binding.
- 7.** If music is used, the applicant must obtain all necessary synchronisation and performance licences.
- 8.** Written agreements must exist between the applicant and all creators, authors, writers, performers and other persons providing material (including quotations from copyrighted works) or on screen services.
- 9.** If distinctive locations, buildings, businesses, personal property or products are filmed, written releases should be secured. This is not necessary if non-distinctive background use is made of real property.
- 10.** If the production involves actual events it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.)
- 11.** Shooting script and rough cuts should be checked, if possible, to assure compliance of all the above. During photography persons may be photographed on location, dialogue added or other matter included which was not originally contemplated.

12. If the intent is to use the production to be insured on video disc, tape cassettes or other new technology, rights to manufacture, distribute and release the production should be obtained, including the above rights, from all writers, directors, actors, musicians, composers and others necessary therefor.

13. Film clips are dangerous unless clearances for the second use are obtained from those rendering services or supplying material. Special attentions should be paid to music rights, as publishers are taking the position that a new synchronisation and performance licence is required.

14. Aside from living persons, even dead persons (through their personal representatives or heirs) have a "right of publicity" especially where there is considerable fictionalisation. Clearances should be obtained where necessary.