

# Film Producers Indemnity 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 Cinesure, 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. Experience of Proposer (Examples): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Title of Production: \_\_\_\_\_

8. Production Type (e.g. TVC, Doco): \_\_\_\_\_

9. Storyline (attach synopsis): \_\_\_\_\_  
 \_\_\_\_\_

10. Production Schedule:

Required periods of Insurance	Date From	Date To
Commencement of pre-production	___ / ___ / ____	___ / ___ / ____
Commencement of principle photography	___ / ___ / ____	___ / ___ / ____
Post-production to estimated completion of protection print or duplicate tape	___ / ___ / ____	___ / ___ / ____

11. Estimated Cost:

(A) Total Budget (**attach budget and synopsis**): \$ \_\_\_\_\_

(B) Story, Scenario, Music, Sound Rights & Royalties: \$ \_\_\_\_\_

(C) Total Negative Cost (A - B) \$ \_\_\_\_\_

(D) Post Production Cost: \$ \_\_\_\_\_

(E) Net Insurable Production Cost (C - D): \$ \_\_\_\_\_

(F) Estimated Cost per Episode (if applicable): \$ \_\_\_\_\_

12. Total Sum Insured required \_\_\_\_\_

13. Where will most of the shooting take place ?  
 (Please attach a list of all shooting locations if available)

\_\_\_\_\_

14. Cast Coverage:

	<u>NAME</u>	<u>AGE</u>	<u>ROLE</u>	<u>PERIOD OF COVER</u>
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____
(3)	_____	_____	_____	_____
(4)	_____	_____	_____	_____
(5)	_____	_____	_____	_____

15. Are any persons covered involved in any hazardous activity ?      YES       NO

If YES, please provide full details \_\_\_\_\_

\_\_\_\_\_

16. Are any special conditions, contract requirements or stop dates on persons to be covered ?

YES       NO

If YES, please provide full details \_\_\_\_\_

\_\_\_\_\_

17. Is full Sickness and Illness cover required?      YES       NO

If YES, where full cover is required please complete the Medical Questionnaire.

18. Geographical Limits required:

Australiawide

Australia & New Zealand

Worldwide (excluding North America)

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

\_\_\_\_\_

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

\_\_\_\_\_

21. 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 \_\_\_\_\_  
\_\_\_\_\_

22. 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 \_\_\_\_\_  
\_\_\_\_\_

23. 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 \_\_\_\_\_  
\_\_\_\_\_

24. 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 \_\_\_\_\_  
\_\_\_\_\_

25. 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 \_\_\_\_\_  
\_\_\_\_\_

## 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:**

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**Name (PRINT):**

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**Position / Title:**

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**Date:**

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