

FILM & TELEVISION PRODUCTION INSURANCE APPLICATION

INSURED ENTITY			
Name of Production Company (Insured Entity):			
Contact person:			
ABN:			
Address:			
Telephone:			
Email:			
Applicant is:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Company
Director:			
Producer:			
List Prior Productions of the Producer:			
Has the Insured Entity ever had any Production Insurance cancelled or declined in the past five years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, explain:			
Has the Insured Entity sustained any losses in excess of \$10,000 in the past 5 years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide details pertaining to each loss:			
Which of the following best describes the Production to be insured:			
<input type="checkbox"/> Feature Film			
<input type="checkbox"/> Television Production	<input type="checkbox"/> Pilot	<input type="checkbox"/> Special	<input type="checkbox"/> Series
	<input type="checkbox"/> Mini Series	<input type="checkbox"/> Other	
Indicate Running Time:	min	If a series, indicate number of episodes:	
Title of Production:			
Type of Story (Drama, Comedy, Musical, Western, etc.):			

INSURED ENTITY CONTINUED

Geographic Limits:

Australia Only

New Zealand Only

Worldwide Excl.North America

Worldwide

Describe all shooting locations (include City, State & Number of weeks at each):

Describe all special stunts and scenes involving animals, underwater shooting, motorcycles, special vehicles, aircraft, watercraft, railroad cars or equipment, fire sequences, explosives, or any other possible hazardous activities:

Production Schedule

Required periods of insurance:

Commencement of pre-production:	From:		To:	
Commencement of principal photography:	From:		To:	
Post-production to estimated completion of protection print or duplicate tape:	From:		To:	

Estimate costs of each Production or Episode:

a. Total Budget:	\$
b. Story and Scenario:	\$
c. Music and Sound Rights and Royalties:	\$
d. Total Negative Cost (a less b & c):	\$
Post Production Costs	\$
Net Insurable Production Costs (d less e)	\$
Total Below the Line Costs:	\$

Indicate if any of the following optional items are to be insured:

<input type="checkbox"/> Story Underlying Rights	<input type="checkbox"/> Sound Rights	<input type="checkbox"/> Royalties
<input type="checkbox"/> Indirect Overhead	<input type="checkbox"/> Music Rights	<input type="checkbox"/> Insurance

Amounts of optional items to be insured:

SECTION 1 – FILM PRODUCERS INDEMNITY (CAST)

If you don't require cover for Cast, leave Section 1 blank.

PERSONS TO BE INSURED (Indicate if other than actor/actress)	AGE	COVERAGE PERIOD

Describe personal activities of insured persons during the term of this coverage:

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Are any persons insured hereunder involved in any hazardous losses in excess of \$10,000 in the past 5 years?

Yes

No

If Yes, please provide full details:

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Please attach a copy of the contract for each person to be insured.

Any stop dates in artists' contracts:	
Any Essential Elements:	
Any Special Endorsements:	

SECTION 2 – CONTENT MEDIA

If you don't require cover for Content Media, leave Section 2 blank.

Name and location of:

Laboratory to be used:	
Vaults to be used:	
Cutting rooms to be used:	
Type of camera:	

SECTION 2 – CONTENT MEDIA CONTINUED

Any special film processes, special effects or equipment (e.g. Panavision, Cinerama, Imax, etc.):

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Negative/Videotape to be transported to processing lab/post production facility:

Via:		Frequency:	
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Explain procedures the applicant follows in testing camera, lenses, raw stock, and equipment to prove them to be sound prior to commencement of filming or taping:

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Animation (if any). Please provide full details including type, process, locations and protection:

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SECTION 3 – EXTRA EXPENSE

(as a result of loss or damage to property of facilities used in connection with production):

If you don't require cover for Extra Expense, leave Section 3 blank.

Estimated time needed to reconstruct destroyed sets or scenery:	
Estimated time needed to replace lost or destroyed equipment:	
What other location or studio facilities would be immediately available?	

SECTION 4 – PRODUCTION PROPERTY

If you don't require cover for Production Property, leave Section 4 blank.

A. PROPS, SETS & WARDROBE

Value of owned and rented:	\$
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List any antiques, objects or art, rugs, furs, jewelry, precious or semiprecious stones/metals/alloys in excess of \$10,000:

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SECTION 4 – PRODUCTION PROPERTY CONTINUED

B. MISCELLANEOUS EQUIPMENT

Value of owned and rented: \$

List any item(s) over \$50,000:

\$

\$

\$

\$

\$

Where will the equipment be kept during use?

Location to which the equipment will be returned when not in use:

C. OFFICE CONTENTS

Full address of premises location(s):

Value of owned: \$

Value of rented: \$

TYPE OF COVER	LIMIT
1. Film producers indemnity (cast):	\$
2. Content media:	\$
3. Extra expense:	\$
4. Production property:	
A) Props, sets and wardrobe	\$
B) Miscellaneous equipment	\$
C) Office contents	\$

SECTION 5 – MONEY COVER

If you don't require cover for Money, leave Section 5 blank

Please advise amount of Money cover required. \$

SECTION 6 – LIABILITY

Please advise limit of liability required:	<input type="checkbox"/> \$10,000,000	<input type="checkbox"/> \$20,000,000
	<input type="checkbox"/> Other (Please Advise)	\$

SECTION 7 – INSURANCE HISTORY

Have any of the Proposers ever been convicted of a criminal offence?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If Yes, please provide full details:

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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If Yes, please provide full details:

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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If Yes, please provide full details:

DECLARATION

I / We hereby acknowledge that I / we have complied with the duty of disclosure which is stated above. I / We confirm that the answers and statements in this proposal are correct and that no information has been withheld which may affect your decision to accept this proposal or the terms of the proposed Policy.

Signature:	
Date:	

DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the contract of insurance is entered into. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that: reduces the risk insured, or is common knowledge, or the insurer knows or should know as an insurer; or the insurer waives your duty to tell them about.

If you do not tell us something:

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

If you are in any doubt as to the extent of the duty of disclosure or whether a piece of information ought to be disclosed, just contact your Marsh Client Risk Adviser.

MARSH COLLECTION STATEMENT

In accordance with the Privacy Act 1988 (Cth) (and subsequent amendments) ('the Privacy Act'), we, Marsh Pty Ltd and our Associated Entities (as that term is defined in the Corporations Act 2001 (Cth)) ('Marsh') draw your attention to the following:

- We may collect personal information about you by means of the enclosed document.
- We are collecting the information principally for the purpose of approaching the (re)insurance market, placing insurance, assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements). Other purposes include providing you with information about other Marsh products or services and administering payments to you. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984 (Cth), the Marine Insurance Act 1909 (Cth) or at common law.
- The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and Marsh's Associated Entities, which are all businesses of Marsh & McLennan group of companies ('MMC').
- Your personal information may be sent to our administrative processing centres in Mumbai (India) or Kuala Lumpur (Malaysia) and to other MMC companies, insurers, reinsurers and other third party service providers (e.g. data storage providers) in the United Kingdom, Singapore, Hong Kong, the United States of America and elsewhere.
- If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act, you must obtain it with the individual's consent.
- We will use and disclose your personal information in accordance with our Privacy Policy. By completing this form you confirm that you have read the Marsh Privacy Policy available on our website (www.marsh.com.au) and you authorise and consent to Marsh collecting, holding, using and disclosing any personal information collected by means of the enclosed document in accordance with the terms of the Marsh Privacy Policy, including for the purposes explained in this collection statement above. If there are any inconsistencies between the terms of this collection statement and the terms of the Marsh Privacy Policy, the terms of the Marsh Privacy Policy prevail to the extent of that inconsistency. You may modify or withdraw your consent at any time. If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.
- You can contact our Privacy Officer by:
Email – privacy.australia@marsh.com
Phone – (02) 8864 7688
Post – PO Box H176, Australia Square NSW 1215

The advice in this form is general advice only. To help you decide if the cover suits you, please read the Product Disclosure Statement. We can provide you with further information. Please contact us to request. This insurance is arranged by Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303, AFSL 238 369) ('MAI'). MAI are not the insurer.