

ENTERTAINMENT LIABILITY SHORT FORM PROPOSAL

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.

If you do not understand or if you have any questions regarding any matter in this document, including these 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.

AGENT OF INSURERS

SURA Film and Entertainment acts as the agent of the insurer and not as your agent when issuing insurance policies, dealing with or settling any claims. This is an important document, please read it carefully.

DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty of disclosure to tell us everything that you know or should know that is relevant to our decision to insure anyone under the policy, including you, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to already know;
- as to which compliance with your duty is waived by the insurer

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its beginning.

PRIVACY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at www.sura.com.au/film-and-entertainment. Please access and read this policy.

If you have any queries about how we handle your personal information or would prefer to have a copy mailed to you, please ask us.

If you wish to access your file please ask us.

LIABILITY

1. Name of Proposer

2. Address

3. Telephone No

Facsimile

Email Address

4. Proposer is

(A) Individual

(B) Partnership

(C) Company

5. Is the Proposer registered for GST?

Yes No

ABN

ITC

%

6. Occupation

7. Experience of Proposer (Examples)

8. Basis of Cover

Annual

Short term

9. This question relates to short term policies only:

a) Title of Production (if applicable)

b) Production Type

10. Period of Cover

From / / To / /

11. Period of Shoot

From / / To / /

12. Proposers estimate of total annual gross production costs (if annual policy) or the gross production cost for a short term period (if short term policy)?

\$

13. Limit of indemnity required

\$10,000,000

\$20,000,000

14. Currency required

AUD

NZD

15. List locations and exact dates spent at each location (Short term policies only)
(Please attach a list if space below is not sufficient)

16. Describe stunts, involvement of animals, motor cycles, special vehicles, watercraft, aircraft, explosives, pyrotechnics, use of trains/railroad or any other hazardous activities (Attach copy of safety report)

17. Details of any contracts entered into with third parties

18. Geographical Limits required New Zealand wide Australia wide
 Australia & New Zealand Worldwide

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 five (5) years? 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 SURA Film and Entertainment 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

Please note: Questions 21 to 24 also apply to any person identified in answers to Questions 19 and 20.

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 the 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 SURA Film and Entertainment 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:
