

# FILM AND ENTERTAINMENT FILM PRODUCERS INDEMNITY PROPOSAL FORM

## 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 Pty Ltd 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

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

## 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](http://www.sura.com.au). 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.

## GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers;
- to improve consumer confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between insurers and their customers;
- to commit insurers and the professionals they rely upon to higher standards of customer service; and
- to promote continuous improvement of the general insurance industry through education and training.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively You can request a brochure on the Code from Us.

FILM AND ENTERTAINMENT FILM PRODUCERS INDEMNITY PROPOSAL FORM

1. Name of Proposer

2. Address

3. Telephone Fax

Email

4. Proposer is [ ] (A) Individual [ ] (B) Partnership [ ] (C) Company

5. Number of Employees

6. Is the Proposer registered for GST? [ ] Yes [ ] No

ABN ITC %

7. Experience of Proposer (Examples)

8. Title of Production

9. Production Type (e.g. TVC, Doco)

10. Total Production Cost (Please attach a copy of the Production Budget & Synopsis) \$

11. Period of Cover on Artistes / Principals for

a) Pre-Production From / / To / /

b) Shoot From / / To / /

12. Geographical Limits required [ ] New Zealand wide [ ] Australia wide

[ ] Australia and New Zealand [ ] Worldwide

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

14. a) State full name and age of each artiste and / or principal in respect of whom this indemnity is required

Table with 4 columns: NAME, AGE, ROLE, PERIOD OF COVER

b) Are all artistes, the producer and director under contract to complete the picture even if there is a delay?  Yes  No

c) Are the various contracts into which the producers have entered or will enter in connection with the production of such a nature as to permit the Production Company to replace any of the persons to be insured should the latter be unable to continue with the production?  Yes  No

d) Does any contract contain a stop date?  Yes  No

If so, give details

**Note: All named persons must have a minimum of five (5) days availability from the end of their role as scheduled within the period of principal photography.**

15. Detail any potentially hazardous activity in which any insured artiste or principal may be involved

16. Give particulars of all films (whether or not completed) under production by you during the last three (3) years

During the production of any of these films, was any artiste or principal ever incapacitated?  Yes  No

If so,

i) In what circumstances?

ii) For what period(s)?

iii) Did abandonment follow?  Yes  No

iv) With what resulting additional costs?

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

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

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19. 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

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20. 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

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21. 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

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22. 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

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23. 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

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24. Have you or any Partner or Director of the business

a) Ever been declared bankrupt?

Yes  No

If Yes, please provide full detail

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b) Been involved in a company or business which became insolvent or subject to any form of solvency administration?

Yes  No

If Yes, please provide full details

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## DECLARATION AND AUTHORISATION

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 Pty Ltd 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.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/ We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal Form. This consent remains valid until I/We alter or revoke it by written notice.

I/We also undertake to advise any changes to my/our personal information.

**NAME OF FIRM**

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**SIGNATURE**

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(This Proposal is be signed by a Principal, Partner or Director of the Proposed Insured)

**TITLE OF SIGNATORY**

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**FULL NAME**

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**DATE**

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