

ERRORS & OMISSIONS INSURANCE PROPOSAL FORM NZ

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

When you apply for insurance, you have a legal duty of disclosure. This means you or anyone on your behalf must tell us everything you know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. to accept or decline your insurance, and/or
2. the cost or terms of the insurance, including the excess.

You also have this duty every time your insurance renews and when you make any changes to it. If you or anyone on your behalf breaches this duty, we may treat this Policy as being of no effect and to have never existed. Please ask us or your broker if you are not sure whether you need to tell us about something.

PRIVACY

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information.

SURA Film and Entertainment has developed a Privacy Policy, which explains what sort of personal information we hold about you and what we do with that information.

To obtain a copy of our Privacy Policy, please contact your insurance broker or visit our website at www.sura.com.au

FAIR INSURANCE CODE

This policy is not subject to the protections afforded by the Insurance Council of New Zealand's Fair Insurance Code.

For more details please contact Us.

1. Name of Proposer _____

2. Address _____

3. Telephone No. _____ Facsimile No. _____

Email Address _____

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

5. Number of Employees _____

6. Is the Proposer registered for GST? Yes No

GST Registration No. _____

7. Names and Titles of Principals, Directors, Partners or Individuals

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

8. Period of Cover (Note cover is for three (3) years) From / / To / /

9. 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

10. Currency Required AUD NZD

11. Title of Production _____

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

13. Number of episodes _____

14. Total running time of production _____

15. Has a title report been obtained from any one of the title clearance services? Yes No

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

16. Name, address and telephone number of Proposer's lawyer (If a firm, also name of individual)

17. Has the Proposer's lawyer read the "clearance procedures" included with this form? Yes No

If No, please explain

18. Has the Proposer's lawyer approved as adequate the steps taken for clearance procedures used in connection with the production? Yes No

If No, please explain

19. Name of Producer (Individual)

Name of Executive Producer (Individual)

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

21. Will any film clips be used in this production? Yes No

If Yes, have all necessary licenses and consents been obtained by the Proposer's lawyer? Yes No

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

22. 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

23. 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

24. 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

25. Are actual events portrayed in the production? Yes No

If Yes, please explain

26. Is the Production:

a) Entirely fictional? Yes No

b) Based on actual facts or happening? Yes No

c) Based on another work? Yes No

If Yes to a), b) or c), please explain

27. 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

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

29. 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

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

Yes No

If Yes, please attach copy of prior policy

31. 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

32. 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

33. 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

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

35. 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

36. 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

37. 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

38. 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

39. 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

40. 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

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

a) Ever been declared bankrupt? Yes No

If Yes, please provide full details

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

Please note: Questions 34 to 41 also apply to any person identified in answers Questions 33 and 34.

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

SIGNATURE

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

TITLE OF SIGNATORY

FULL NAME

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 the 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 release 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 nondistinctive 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 therefore.
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.