

Film Production Errors & Omissions

Proposal Form

Completing The Proposal Form

- Please read the “Statutory Notice” before completing this Proposal Form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned. Include all requested underwriting information and attachments.

1. General Information

a) Producer’s name: _____

b) Producer’s address: _____

c) Please attach a copy of the Producer’s current Curriculum Vitae.

d) Please provide details of the last three (3) productions:

e) Please list any other additional insured to be covered and details on their respective interests i.e. financiers and distributors:

Additional Insured	Interest

2. Details of Production Activities

a) Please advise the estimated total gross revenues and production costs/budgets for the Production:

i. Estimated Gross Revenues:	_____
ii. Production Costs/Budget:	_____
iii. Run time (in minutes):	_____

b) Does the Producer offer/publish any information online? If Yes to the above, please provide details below: Yes No

i. Website address: _____

ii. Describe the content and format below:

iii. Is it an interactive online service? Yes No

c) Please advise the title of the Production to be insured: _____

i. Estimated start date of Production filming: _____

ii. Estimated date for first release:	
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If multiple Productions or series of Productions are required to be insured, please provide the additional information requested in this question for each Production or series of Productions on a separate sheet and attach the information to this Addendum.

d) Please provide a summary of the plot, including timeframe and setting (synopsis):

e) Type of Production engaged in (please tick the appropriate box below and complete the relevant details):

<input type="checkbox"/> Motion picture for Theatrical Release			<input type="checkbox"/> Motion picture for TV Release		
<input type="checkbox"/> TV Series	No. of episodes:		<input type="checkbox"/> TV Special	Program running time:	
<input type="checkbox"/> TV Pilot	No. of episodes:		<input type="checkbox"/> TV Docu-Drama	Program running time:	
<input type="checkbox"/> TV Mini Series	No. of episodes:		<input type="checkbox"/> TV Daily Program	Program running time:	
<input type="checkbox"/> TV Music Video	Program running time:		<input type="checkbox"/> TV Infomercial	Program running time:	
<input type="checkbox"/> Training Film	Program running time:		<input type="checkbox"/> Industrial Film	Program running time:	
<input type="checkbox"/> Documentary	Program running time:		<input type="checkbox"/> TV Commercial	Program running time:	
<input type="checkbox"/> Radio Program	No. of episodes:		<input type="checkbox"/> Direct to Video/DVD	Program running time:	
<input type="checkbox"/> Other e.g. Theatrical Stage Presentation (please provide details):					

f) The Production is (please tick the appropriate box below):

<input type="checkbox"/> Entirely fictional	<input type="checkbox"/> Entirely fictional, but inspired by real events or occurrences
<input type="checkbox"/> True portrayal of real events or occurrences	<input type="checkbox"/> True portrayal of real events or occurrences but includes some fictionalisation
<input type="checkbox"/> Based on another work. If so:	
i. Please provide name of other work:	
ii. Have clearances from owners been obtained?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> None of the above. Please provide details:	

g) The Production falls into which of the following categories (please tick the appropriate box below):

<input type="checkbox"/> Drama	<input type="checkbox"/> Comedy	<input type="checkbox"/> Children's Show	<input type="checkbox"/> Documentary
<input type="checkbox"/> Reality	<input type="checkbox"/> Variety	<input type="checkbox"/> Game or Quiz	<input type="checkbox"/> Musical
<input type="checkbox"/> Investigative	<input type="checkbox"/> Animated	<input type="checkbox"/> Educational	<input type="checkbox"/> "How To"
<input type="checkbox"/> Commentary or Film	<input type="checkbox"/> Sport	<input type="checkbox"/> Previously Released Film	

3. Distributor Network

a) Please advise the distributor/network cable provider for each Production to be insured:

b) Is distribution projected/expected to be:			
<input type="checkbox"/> International	<input type="checkbox"/> Regional	<input type="checkbox"/> National	<input type="checkbox"/> Local

4. Merchandise

a) Will any merchandise (such as toys, dolls, clothing etc.) be created for the Production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes to the above, please provide full details below:

b) Have all necessary contents and licenses been obtained from performers, authors, artists etc. to produce and distribute this merchandise?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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c) Have trade mark intellectual property searches been made prior to the release or distribution of such merchandise?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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d) Is the merchandise being designed and/or produced by licensees for the Producer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, are licensees providing warranties and indemnities that their contributors to the design, marketing and production of the merchandise and package will not infringe upon the rights of others?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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5. Producer Operations

Note: title coverage will not be offered unless a recent title report has been submitted to and approved by the company

a) Does the Producer have a procedure for processing unsolicited submissions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes to the above, please provide full details below:

b) Does the Producer maintain written clearance guidelines for obtaining all necessary releases, licenses and consents in connection with the Production? If Yes to the above, please provide a copy of the clearance procedures.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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c) Has the Producer's lawyer approved the clearance procedures used in this Production as adequate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If No to the above, please explain below:

d) Please supply the Producer's lawyer's details:

i. Name:	
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ii. Website address:	
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Note: Chubb has provided a clearance procedure guide to assist the Producer and the Producer's lawyer with contractual risk management for the Production if required. Please see the back of this Proposal Form for more details.

e) Please tick ALL fields that are appropriate to the Production (or N/A), where the Producer has obtained all of the necessary releases, licenses and or consents (clearances):
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Name and Likeness	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	The use of distinctive locations	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Clips (e.g. Video & Film)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Title	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Literary Works	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Music	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Any portrayed identified person	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	The use of businesses or personal property	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Photographs	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	New Media	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Copyright	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Set Related Content (e.g. Background Art)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Character and Business Names	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Other material or content requiring such a release, license or consent	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

If No to any of the above, please explain below:

f) Please describe the Producer's policy and practice regarding:

i. The review of licenses allowing the use of a third party's intellectual property in order to assure compliance with limitations on the term or other scope usage under the license:

ii. The review of licenses allowing the use of a third party's intellectual property in order to assure compliance with limitations on the term or other scope usage under the license:

iii. Who has responsibility to spot and resolve anticipated differences of opinion about limitations on use that involve the scope of the license?

6. Claims Question

After enquiry, please answer the following questions.

a) Has the Producer or any subsidiaries been sued, been threatened with suit or received a claim for any act, error or omission relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark, infliction of emotional distress, false arrest, wrongful entry or trespass? If Yes, please provide full details below: Yes No

Date Notified	Name of Insurer	Brief Description of Matter	Open/Closed	Amount paid or Estimate Outstanding

b) Are any of the Producers or any subsidiaries aware of any fact or circumstance which might give rise to a claim or any other prior practice or business of the Producer's present or former directors, principals or partners? If Yes, please provide full details below: Yes No

Name of Claimant/Potential Claimant	Brief Description of Matter	Estimated Potential Liability

c) Are any of your Producers or any subsidiaries aware of any inquiry (including coronial inquiry or any inquiry under the disciplinary rules of a professional association of which they are a member) or other similar process relating to or connected with the affairs of your business which you may be required to attend? If Yes, please provide full details below: Yes No

7. Details of Insurance

In respect of the Producer or any subsidiaries, have any Film Errors and Omissions insurers:

a) Declined this type of insurance? Yes No

b) Imposed special or unusual terms or restrictions? Yes No

c) Declined to renew/continue insurance? Yes No

d) Cancelled your insurance? Yes No

If Yes to any of the above, please provide full details below:

8. Coverage Required

a) Check the appropriate period of cover required:

<input type="checkbox"/> One (1) Year	<input type="checkbox"/> Three (3) years	<input type="checkbox"/> Longer	If cover is required for longer than one (1) or three (3) years, please provide details:
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b) Check the applicable limit option(s) required:

<input type="checkbox"/> \$1,000,000 any one claim/\$3,000,000 in the aggregate	<input type="checkbox"/> \$1,500,000 any one claim/\$4,500,000 in the aggregate			
<input type="checkbox"/> \$3,000,000 any one claim/\$3,000,000 in the aggregate	<input type="checkbox"/> \$5,000,000 any one claim/\$5,000,000 in the aggregate			
<input type="checkbox"/> Other:	\$	any one claim	\$	in the aggregate

c) Check the applicable deductible option(s) required:

<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> Other:	\$
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d) Check the applicable currency required:

<input type="checkbox"/> AUD	<input type="checkbox"/> NZD	<input type="checkbox"/> USD	<input type="checkbox"/> Other:
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9. Stamp Duty

Please state the total number of employees located in the following states and overseas:

NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S

10. Declaration and Signature

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements set forth herein and all attachments and schedules hereto are true and immediate notice will be given should any of the above information alter between the date of this proposal and the proposed date of inception of the insurance. Although the

signing of the proposal does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned agree that this proposal and all attachments and schedules hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant, acknowledge that the Statutory Notice contained herein has been read and understood.

This proposal must be signed by the Producer only.

Signature			
Title		Date	

Clearance Procedures Producers Liability

The clearance procedures below should not be construed as exhaustive and they do not cover all situations that may arise in any particular circumstance or any particular film production.

1. Applicant and its counsel should monitor the film Production at all stages, from inception through final cut, with a view to eliminating material that could give rise to a claim.

Consideration should be given to the likelihood of any claim or litigation. Is there a potential claimant portrayed in the film Production who has sued before or is likely to sue again? Is there a close copyright or other legal issue? Is the subject matter of the Production such as to require difficult and extensive discovery in the event of necessity to defend? Are sources reliable? The above factors should be considered during all clearance procedures.

2. The Producer and the lawyer need to read the script prior to commencement of film Production to eliminate matter that is defamatory, invades privacy or is otherwise potentially actionable.
3. A script research report should also be prepared before filming to alert the Producer to potential problems. Such problems may include: names of fictional characters that are coincidentally similar to real people; script references to real products, businesses or people if not cleared; or uses of copyrighted or other protected materials etc. Fictional character names should be checked in relevant telephone directories, professional directories or other sources to minimise the risk of accidental identification of real people. Similar checks should be done for the names of businesses, organisations and products used in the Production. Special care should be taken to check names of person, businesses etc., that are negatively portrayed. The Producer also must be alert to elements that do not appear in the script (such as art works used on the set) but that may need clearances.
4. If the film Production is a documentary and there is no script, the Producer should provide its counsel with a detailed synopsis of the project in advance of Production. (If it is a documentary series, the lawyer should receive a detailed synopsis of each episode.) If the film Production will involve negative statements about people or businesses, the Producer should provide counsel with full details about the allegations and their merit. Problem statements can then be identified and thus avoided while filming. During filming, the Producer should be careful to avoid (or consult with counsel about) possible problem areas. (Examples include: filming identifiable copyrighted items or performances, trademarks, persons who have not specifically consented to be filmed, or minors.) Relevant laws differ from place to place: some jurisdictions have very restrictive rules about filming persons, signs, buildings, public art etc. Also, be careful to avoid narration or editing that accidentally implies negative things about pictured people, products and businesses.
5. A copyright report on the underlying script, book or other work must be obtained, unless the work is an unpublished original, not based on any other work, and it is certain that it was not optioned or licensed to others prior to the Applicant's acquisition of rights. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired, a similar review should be made of copyright and renewals on any copyrighted underlying property.
6. The origins of the work should be ascertained - basic idea, sequence of events and characters. Have submissions of any similar properties been received by the Applicant or someone closely involved with the film Production? If so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
7. Prior to final title selection, a title report must be obtained. Title coverage will not be offered unless a recent title report has been submitted to and approved by the Company.
8. Whether the Production is fictional or factual, the names, faces and likenesses of any recognisable living persons should not be used unless written releases have been obtained. A release is unnecessary if a person is part of a crowd scene or shown in a fleeting background. Releases can only be dispensed with if the Applicant provides the Company with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the Company. The term "living persons" includes thinly disguised versions of living persons or living persons who are readily identifiable because of identity of other characters or because of the factual, historical or geographic setting.
9. All releases must give the Applicant the rights to edit, modify, add to and/or 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 given, fictionalise persons or events, and make any other changes in the film that the Applicant deems appropriate. If a minor, consent has to be legally binding.
10. If music (pre-existing or original) is used, the Applicant must obtain all necessary synchronisation and performance licenses from copyright proprietors. All necessary licenses must also be obtained for recordings of such music.
11. Written agreements must exist between the Applicant and all creators, authors, writers, performers and any other persons providing material (including quotations from copyrighted works) or on-screen services.

12. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if such real property is seen only as non-distinctive background.
13. If the film Production involves actual events, it should be ascertained that the author's major sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses etc.) and not secondary (another author's copyrighted work, autobiographies etc.).
14. Shooting script and rough-cuts should be checked to assure compliance with all of the above. During photography, persons might be photographed on location, dialogue added or other matter included that was not originally contemplated.
15. If the intent is to use the film Production or its elements on videocassettes, web sites, multimedia formats or other technology, rights to manufacture, distribute and release the film Production must include the above rights and must be obtained from all writers, directors, actors, musicians, composers and others necessary therefore, including proprietors of underlying materials.
16. Film/video clips are dangerous unless licenses and authorisations for the second use are obtained from the owner of the clip, as well as licenses from all persons rendering services in or supplying material contained in the clip; e.g. owners of underlying literary rights, writers, directors, actors, music owners or musicians. Special attention should be paid to music rights as music owners often take the position that new synchronisation and performance licenses are required.
17. Living persons and even the deceased (through their personal representatives or heirs) may have a "right of publicity." Clearances must be obtained where necessary. Where the work is fictional in whole or in part, the names of all characters must be fictional. If for some special reason particular names need not be fictional, full details must be provided to the Company in an attachment to the Application.

Statutory Notice

For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687 means "we", "us" and "our".

Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What You do not need to tell Us

You do not need to tell Us anything that:

- reduces the risk e insure you for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Include the following sentence for corporate general insurance policies which fall in one of the eligible contracts insurance classes if there is a chance that a natural person may be an insured. For example, group A&H policies where an individual may be an insured.

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact us so that you can be informed of the duty of disclosure that applies to you.

Claims-Made and Claims-Made and Notified Coverages

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by the Policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

Notification of Facts that might give rise to a claim

Section 40(3) of the ICA only applies to the claims-made and the claims-made and notified coverages available under the Policy.

Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by the Policy expires, then we are not relieved of liability under the Policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the Policy.

Subrogation

You may prejudice your rights with respect to a claim if, without prior agreement from us, you make an agreement with a third party that will prevent us from recovering the loss from that, or another party.

The policy contains provisions that may exclude us from liability, or reduce our liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under the policy.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith. This doctrine requires that parties to an insurance contract, including third parties, should act towards each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by us.

Not a Renewable Contract

Cover under the policy will terminate at expiry of the period of insurance specified in the policy. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotation(s) can be agreed.

Change of Risk or Circumstances

It is vital that you should advise us of any departure from your “normal” form of business (i.e. that which has already been conveyed to us). For example, acquisitions, changes in location or new overseas activities

Privacy Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www.chubb.com/au-en/footer/privacy.aspx and return to:

Email: CustomerService.AUNZ@chubb.com

Fax: +61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907 Sydney NSW 2001

+61 2 9335 3200

Privacy.AU@chubb.com

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs more than 30,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au.

Contact Us

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