

# Media Production Insurance

## Policy Wording

CHUBB®

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## Important Information

### 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 we 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.

### General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## **Privacy Statement**

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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](mailto: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 of 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](mailto: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 [www2.chubb.com/au-en/footer/privacy.aspx](http://www2.chubb.com/au-en/footer/privacy.aspx) and return to:

Email  
[CustomerService.AUNZ@chubb.com](mailto: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](mailto:Privacy.AU@chubb.com).

## **Complaints and Dispute Resolution**

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We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received

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it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### **Stage 1 - Complaint Handling Procedure**

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O 1800 815 675  
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

### **Stage 2 - Internal Dispute Resolution Procedure**

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O +61 2 9335 3200  
F +61 2 9335 3411  
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can

seek independent legal advice or access any other external dispute resolution options that may be available to you.

### **Stage 3 - External Dispute Resolution**

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints  
Authority  
GPO Box 3  
Melbourne VIC 3001  
O 1800 931 678 (free call)  
F +61 3 9613 6399  
E info@afca.org.au  
W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

## **Financial Claims Scheme**

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We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

## General Policy Exclusions

The following exclusions apply to all Sections of this Policy. This Policy does not apply to any:

### **Antitrust, Restraint of Trade, including Competition and Consumer Act 2010 (formerly the Trade Practices Act)**

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damages, loss, cost or expense arising out of any actual or alleged:

- A. anti-competition, interference with economic relations (including interference with contractual relations or with prospective advantage), monopolization, predatory unfair business or trade practice, or other similar practices.
- B. violation of any judicial, regulatory or statutory law:
  - 1. relating to any practice described in subparagraph A.above; or
  - 2. designed, in whole or in part, to:
    - a) ensure or maintain competition within a marketplace; or
    - b) prevent or prohibit any practice that adversely affects a marketplace.
- C. violation of any judicial, regulatory or statutory law designed, in whole or in part, to ensure or maintain marketplace integrity against practices of persons or organizations who participate or conspire to participate in racketeering.
- D. breach of the Competition and Consumer Act 2010 (Cth) or similar legislation enacted by the Commonwealth of Australia or its States or Territories, provided that this exclusion will not apply to a claim resulting from unintentional breach of Competition and Consumer Act 2010 (Cth) or equivalent provisions contained in similar legislation enacted by the Commonwealth of Australia or its States or Territories.

### **Asbestos**

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- A. damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. damages, loss, cost or expense arising out of any:
  - 1. demand, order, request or regulatory or statutory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
  - 2. claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

### **Biological and Chemical**

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actual, threatened, feared or perceived use of any nuclear, chemical, radioactive or **biological agent**, material, device or weapon.

### **Consequential Loss**

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consequential loss or damage which the Insured may suffer by reason of claims by third parties for failure of the Insured to fulfil any contract.

### **Date Recognition**

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For the purposes of this exclusion the term "Computer Equipment" shall mean any computer system, computer equipment, hardware, data processing media, program, software and/or any microchip, integrated circuit or similar

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device in computer equipment or non-computer equipment, whether the property of the Insured or not.

The Company shall not be liable in respect of:

A. physical loss, destruction or damage

B. loss, cost or expense, whether preventative, remedial, or otherwise directly or indirectly occasioned by or happening through or connected with:

1. the failure or inability of any Computer Equipment to correctly recognise any date as its true calendar date;
2. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year, or any other date change, including leap year calculations, by any Computer Equipment; or

3. any change, alteration or modification involving the date change to the year or any other date change, including leap year calculations, to any such Computer Equipment.

Provided that this Exclusion, which applies regardless of any other cause or event that contributes concurrently or in any consequence to the loss, destruction or damage, shall not apply to subsequent loss, destruction of or damage to the Property insured occasioned by the perils of fire, lightning, explosion, earthquake, **aircraft, vehicle** impact, sprinkler leakage, bursting overflowing discharging or leaking of water tanks or other apparatus, riot, strikes, civil commotion, malicious damage and storm and/or tempest resulting from any event or peril referred to in this exclusion.

### Deliberate Acts

damages, loss, cost or expense arising out of any act or omission that:

- A. is intended by the Insured; or
- B. would reasonably be expected from the perspective of a person in the circumstances of the Insured;

to cause injury or damage, even if the actual injury or damage caused is of a different degree or type than expected or intended.

This exclusion does not apply to **bodily injury** (as defined in Section 7) or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

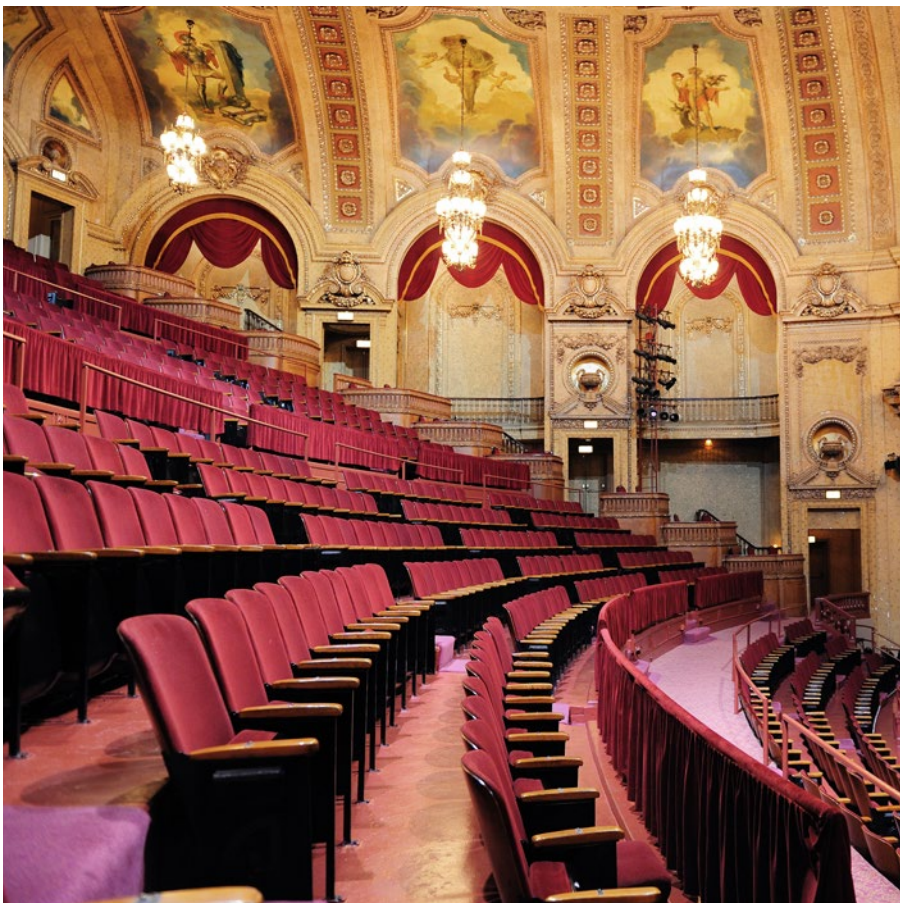
### Infidelity

damages, loss, cost or expense directly or indirectly arising out of any fraudulent, dishonest, or criminal act committed alone or in collusion with others by:

- A. any employee, **officer**, director, partner, trustee or any other authorised representative of the Insured; or
- B. others to whom property, otherwise covered under this Policy, may be entrusted (carriers for hire excepted).

### Intellectual Property Laws or Rights

damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened assertion, infringement or violation by any person or organisation of any **intellectual property laws or rights**.





### **Nuclear**

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damages, loss, cost or expense arising out of or in any way related to any:

- A. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or
- B. radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

### **Pollution/Contamination/Seepage**

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discharge, dispersal, seepage, migration, release or escape of **pollutants** or **biological agents**.

### **Terrorism**

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- A. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- B. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**;

If the Company relies on this exclusion applies, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Uninsured Event**

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damages, loss, cost or expense arising out of an uninsured event occurring before, concurrently with, or after, an insured occurrence, and which contributes to a loss under the terms of this Policy, except that the portion of any such loss not contributed to by the uninsured event shall be recoverable.

### **War, Dispossession of Property and Civil Commotion**

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damages, loss, cost or expense arising out of:

- A. **war**; or
- B. seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or
- C. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority.

# General Policy Conditions

The following Conditions apply to all Sections of this Policy.

## **Assignment**

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Assignment of any interest under this Policy shall not bind the Company without its prior consent.

## **Audit and Inspection**

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At any time during the Period of Insurance or while a claim is pending, the Insured shall make available to the Company, or its authorised representatives, for inspection, audit or copying all books, papers, files, accounts, contracts, invoices and records of the Insured (including those of its agents or brokers) relating to any **production**, at such reasonable time and place as may be designated by the Company or its representatives.

## **Cancellation**

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The Policy may be cancelled by the Insured at any time on receipt by the Company of written notice, whether sent by post or electronically, stating when such cancellation shall be effective.

The Policy may be cancelled by the Company in accordance with the Insurance Contracts Act 1984 (Cth) by sending written notice, by post or electronically, to the Insured or their agent stating when, but not less than thirty (30) days thereafter, such cancellation is effective, except that fourteen

(14) days' written notice will be given by the Company when cancellation is for non-payment of Premium. The sending of such notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the effective expiry date of the Period of Insurance.

In the event that the Policy Section or Endorsement is cancelled by either party, the Premium for the Policy, Section or endorsement, as applicable, is deemed fully earned.

Where the Company permits the Insured to pay a Deposit Premium that Deposit Premium will be fully earned unless and until the Insured submits a financial statement certified by an independent audit or approved by the Company and indicating the exact figure for incurred expenses on all budget items used to determine the Deposit Premium at the time the cancellation has become effective.

The Company, using the rate set out in the applicable endorsement to this Policy, shall return the difference between the Premium indicated in the Schedule and the adjusted Premium.

However, should the cancellation be effective prior to **principal photography**, the earned Premium shall amount to twenty per cent (20%) of the Premium indicated in the Schedule.

## **Changes**

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This Policy may be changed only by a written endorsement issued by a duly authorised employee of the Company.

## **Changes In Exposure Through Asset Acquisition**

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If the Insured acquires assets from another person or organisation that exceed A\$10,000,000 or twenty per cent (20%) of the **group assets**, whichever is the lesser, then the Insured must report such acquisition to the Company within sixty (60) days after it is acquired and provide such information that the Company may ask for and pay any additional Premium the Company may require.

### **Compliance By Insureds**

The Company has no duty to provide coverage under this Policy unless the Insured has fully complied with all of the terms and conditions of this Policy.

The Company's rights to apply this condition in the Commonwealth of Australia shall be subject to Section 54 of the Insurance Contracts Act 1984 (Cth).

### **Choice of Law**

This Policy will be construed and interpreted in accordance with Australian law and the parties submit to the exclusive jurisdiction of the Courts of Australia.

### **Compliance With Applicable Trade Sanction Laws**

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company, or its parent company, from providing insurance.

### **Conformance**

In the event any term or condition of this Policy is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this Policy. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

### **Contract Terms - Stop Date Loss**

Cover under Sections 1, 2 and 3 is subject to the Insured agreeing a contract term for a **declared person** (as defined in Section 1) that is sufficiently longer than the Insured's original scheduled time for completing that **declared person's** role in production so as to allow a reasonable margin of safety, which in any event shall be at least five (5) days.

### **Contract Terms - Facilities**

Cover under Sections 1, 2 and 3 is subject to the Insured agreeing a contract term for facilities, property, equipment and supplies, that is sufficiently longer than the Insured's original schedule time for completing the **production** so as to allow a reasonable margin of safety.

### **Currency**

Unless otherwise indicated, amounts under this Policy are expressed and payable in the currency stated in the Schedule.

However, at the Company's discretion, the Company may pay damages, loss, cost or expense in another currency. In the event of damages, loss, cost or expense involving another currency, conversion into or from such currency, then the rate of exchange to apply shall be that applicable on the date of settlement as published in the Australian Financial Review.

Any conversion into or from another currency will not result in any increase in the Limits of Indemnity or Liability (as applicable) as expressed in the currency stated in the Schedule.

### **Declarations**

The Insured agrees to declare to the Company the material facts of each **production** including any risks or hazards of which the Insured is aware or ought reasonably to be aware prior to inception of this Policy.

### **Event**

Only for the purpose of the application of any **deductible**, all loss, destruction or damage resulting from earthquake occurring during each period of seventy-two (72) consecutive hours shall be considered as one event whether such

earthquake is continuous or sporadic in its sweep and/or scope and the loss, destruction or damage was due to the same seismological conditions. Each event shall be deemed to have commenced on the first happening of any such loss, destruction or damage not within the period of any previous event.

### **Inspections and Surveys**

The Company has the right but is not obligated, unless subject to law, to:

- make inspections and surveys of property, business methods or procedures at any time;
- give the Insured reports on the conditions of what the Company inspects or surveys; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the Premiums to be charged. The Company does not make safety inspections. The Company does not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. The Company also does not warrant that conditions:

- are safe or healthful;
- comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service or similar organisations which make insurance inspections, surveys, reports or recommendations that are used by the Company to determine insurability and the Premiums to be charged.

### **First Named Insured**

The person or organisation first named as the Insured in the Schedule is primarily responsible for the payment of all Premiums. The first named Insured

will act on behalf of all other persons or organisations indemnified under this Policy for the giving and receiving of all notices and the receipt of any return Premiums that become payable under this Policy.

### **Goods and Services Tax (GST)**

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Subject to law to the extent that the Insured is accountable to the tax authorities for Goods and Services Tax any claim paid under the Policy limits will be exclusive of such tax.

The amount of any **deductible** or retention payable will be less any input tax credit that is or may be available to the Insured.

### **Material Change in Risk**

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The Insured shall advise the Company immediately in writing of any material change, of which it is aware or ought reasonably to be aware, in the risk Insured under this Policy, including any activities, conditions or hazards which may materially increase the Insured's exposure to risks otherwise Insured under any Section of this Policy.

Any materially increased risks due to such activities, conditions or hazards may be considered for cover by the Company, provided that the Insured complies with any additional terms and conditions that are required by the Company and pays any additional Premium due. The Policy must be specifically endorsed for such cover to be effective.

### **Multiple Insureds**

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In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had loss or damage been sustained by any one of such Insured parties or legal entities.

### **Other Insurance**

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Subject to the relevant provisions of the Insurance Contracts Act 1984 (Cth), if the Insured is (or but for the existence of this Policy would be) entitled to indemnity under any other insurance, then the Company shall be liable only for the amount by which the Company's liabilities under this Policy exceed the Insured's entitlement to indemnity under such other insurance but excepting the cover provided to third party owners of property only under Sections 4, 6 and 7 of this Policy.

### **No Benefit to Carrier or Bailee**

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Subject to the Insurance Contracts Act 1984 (Cth), no person or organisation having custody of Insured property will benefit from this Policy, other than the Insured unless an interested party or additional Insured to the Policy.

### **Pairs, Sets or Parts**

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In the event of loss or damage to any:

- A. article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set;

- B. part of property covered under this Policy consisting, when completed for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.

### **Premium and Other Amounts Payable**

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The Insured agrees to pay the Premium requested to be paid to the Company under the Policy. The Premium for the Period of Insurance shall be deemed fully earned at inception. Any Premium paid to the Company will not be refunded. This may not however apply to Deposit Premium which will be determined at the Company's sole discretion.

The Insured shall keep records of such information as is necessary for Premium calculation and shall send copies of such records to the Company at the end of the Period of Insurance or during the Period of Insurance as the Company may request.

Each Named Insured is jointly and severally liable for any and all amounts payable to the Company under this Policy, any other insurance issued by the Company, or an affiliate of the Company.

### **Property of Others**

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The Company may adjust losses with the owner of lost or damaged property, if the owner is not the Insured under this Policy. If the Company pays the owner, such payments will satisfy the Insured's claims against the Company for the owner's property. The Company will not pay the owner more than the owner's financial interest in the Insured property. The Company, at its own expense and within the applicable Limits of Liability, may also elect to defend the Insured against suits arising from claims of owners of property.

### **Public Utilities**

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Any loss resulting from interruption of or interference with the Business in consequence of damage to property, caused by a peril, damage as a result of which is insured under this Policy, at any electricity station or sub-station, gas works or water works of a public supply undertaking, excluding all transmission and distribution lines and their supporting structures, which is situated anywhere in Australia shall be deemed to be loss resulting from Damage to Property used by the Insured at the Premises.

### **Reasonable Care**

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The Insured is obliged, at its own expense, to take all reasonable precautions to prevent injury, damage or loss which may give rise to liability, to comply with all statutory or other obligations and to take all reasonable steps to:

- A. ensure that only competent employees are employed;
- B. keep all plant, premises, machinery in good repair.

### **Titles of Paragraphs**

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The titles of the various paragraphs of this Policy and endorsements, if any, attached to this Policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

### **Transfer of Rights and Duties**

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The Insured's rights and duties under this Policy may not be transferred without the Company's prior written consent.

### **Transfer of Rights of Recovery Against Others**

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The Insured's rights to recover all or part of any payment made under this Policy are transferred to the Company. The Insured must do nothing after loss to impair those rights. At the Company's request, the Insured will transfer those rights to the Company and help the Company enforce them.

## General Policy Claims Conditions

Subject to the relevant provisions of the Insurance Contracts Act 1984 (Cth) the following Claims Conditions apply to all Sections of the Policy.

### **Company's Rights: Investigation, Defence and Settlements**

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The Company is entitled (but not obliged), at its discretion, to:

- A. take over and conduct (including in the name of the Insured) the investigation, defence (including appeals) or settlement of any claim; and
- B. prosecute for its own benefit any claim for indemnity, damages or otherwise.

The Company, at its discretion, may at any time pay:

- A. the applicable Limit of Indemnity (after deduction of any sums already paid); or
- B. any amount for which any claim can be settled;

and may then relinquish any conduct or control of, and shall be under no further liability in respect of the claim.

The Company, at its discretion, may adjust and coordinate any claim, proceedings or other loss circumstance with the Insured.

### **Insured's Duties in the Event of a Claim**

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In the event of any circumstance arising that may result in a claim under this Policy, written notice containing:

- A. particulars sufficient to identify the Insured;
- B. all available information concerning the circumstance, including how, when and where it happened; and

- C. all available names and addresses of any party who has suffered injury, loss or damage and of all available witnesses;

must be given to the Company as soon as practicable after the circumstance becomes known to the Insured, but in any event not later than ninety (90) days after the circumstance.

The Insured shall give written notice to the Company of any claim or proceedings as soon as practicable after such claim or proceedings comes to the knowledge of the Insured and shall, as soon as practicable, forward to the Company every pre-action letter, demand, notice, summons, claim form or other process received by the Insured.

The Insured shall not admit liability for, or negotiate the settlement of, any claim without the prior written consent of the Company.

The Insured shall co-operate with and provide all required assistance to the Company and, at the Company's request and in accordance with its instructions, shall:

- A. assist in negotiating or concluding settlements;
- B. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of injury or damage with respect to which insurance is afforded; and
- C. attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

## **Subrogation**

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The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation, before or after any payment under this Policy. The Insured shall execute, deliver instruments and papers, and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. For the purposes of this condition, 'the Insured' shall include all persons and organisations indemnified under this Policy.

# General Policy Definitions

When used with respect to coverage under this Policy, including the Schedule and any Endorsements, words and phrases that appear in **bold** print have the special meanings described below.

The following General Policy Definitions apply to all Sections of this Policy.

## **Aircraft**

means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space and includes hovercraft.

## **Application**

means any information or representation submitted to the Company by the Insured or by any person or organisation on behalf of any Insured in applying for this Policy or prior Policy that this Policy replaces.

## **Asbestos, Silica or Mixed Dust**

means any combination of **asbestos** or silica including any silicates (or similar silicon compounds) or any other dust, fibres or particles in any form, including any presence or use in any alloy, by-product, compound or other material or **waste**.

## **Biological Agents**

means any:

- A. 1. bacteria;
- 2. mildew, mould or other fungi;
- 3. other micro-organisms;
- 4. mycotoxins, spores or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a micro-organism);
- C. colony or group of any of the foregoing.

## **Claim Defence Expenses**

- A. means necessary and reasonable:
  - 1. costs, charges, fees (including legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the partners, directors, **officers** or employees of the Insured) incurred by the Company or with the Company's consent in defending and investigating claims, including the Premium for appeal, attachment or similar bonds;
  - 2. expenses incurred by the Insured with the Company's consent to assist in the investigation of and defence against such claims, including actual loss of earnings up to \$25.00 per hour per employee (but not to exceed \$250.00 per day for all employees);
  - 3. expenses incurred by the Insured for first aid rendered to others as a result of bodily injury;
  - 4. costs and expenses incurred by the Company or with our consent in connection with any investigation of a loss event that the Company undertakes, at its discretion, regardless of whether any claim has been made; and
  - 5. other expenses incurred by the Company or with its consent, that the Company allocates to a specific claim or loss event.
- B. does not mean any expense that would have been incurred by any Insured in the absence of any loss event including legal, loss-adjusting or other retainer fees or overhead costs or expenses.

## **Deductible**

means the amount for which the Insured is first responsible to pay or bear for every claim under this Policy, as shown on the Schedule.



For the avoidance of doubt, the amount of the **deductible** is part of the Limit of Liability or Limit of Indemnity or any other limit applying to any Section and not in addition to such limit.

### **Digital Media**

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means any digital medium or device used or to be used to record or store images or sounds and the information recorded or stored.

### **Environmental Damage**

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means contamination or pollution causing injury or damage to fauna, flora, groundwater, soil or surface water.

### **Environmental Laws**

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means applicable legislation concerning contamination, pollution or protection of the environment.

### **Group Assets**

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means the total gross assets of the Named Insured (including partnerships or joint ventures shown in the Schedule) and of subsidiaries as measured at the commencement of the Period of Insurance.

### **Intellectual Property Law or Rights**

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means any:

- A. certification mark, copyright or moral right, database right, mask work, semiconductor topography right, patent, design right, trade mark, collective mark or service mark;
- B. legally recognised right to or interest in any trade secret, or confidential or proprietary non personal information;

- C. other legally recognised right to or interest in any expression, idea, likeness, appearance, image, name, slogan, style or method of doing business, symbol, title, trade dress or other intellectual property; or
- D. law relating to passing off, piracy, unfair competition or other similar practice.

### **Library Stock**

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means archive material to be used in the **production** but not recorded or filmed as part of the **production**.

### **Loading or Unloading**

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- A. means the handling of property:
  1. after it is moved from the place where it is accepted for movement into or onto an **aircraft, vehicle** or **watercraft**;
  2. while it is in or on an **aircraft, vehicle** or **watercraft**; or
  3. while it is being moved from an **aircraft, vehicle** or **watercraft** to the place where it is finally delivered.
- B. does not mean the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, vehicle** or **watercraft**.

### **Location**

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means:

- A. filming locations; or
- B. locations used for developing of negative and editing of the **production**; or
- C. locations used for storage of property to be used in the **production**.

### **Loss Event**

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means an **occurrence** or act under the applicable coverage in this Policy.

### **Occurrence**

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means an event, including continuous or repeated exposure to substantially the same general harmful conditions, that would be unexpected and unintended from the standpoint of a reasonable person in the circumstances of the Insured.

### **Officer**

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means a person holding any of the officer positions created by an organisation's charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation, or at law.

### **Offshore Activities**

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means any:

- A. embarkation onto any conveyance from;
- B. disembarkation from any conveyance onto;
- C. activities on or from;

any offshore structure, platform, installation, accommodation vessel, **aircraft, watercraft** or associated structure.

### **Pollutants**

---

means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

### **Principal photography**

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means filming and recording that commences on the first camera day and ends when the scheduled filming is complete, the estimated dates for which are advised to and agreed by the Company.

### **Production**

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means any **production**, including but not limited to:

- A. feature films; or
- B. commercials, television productions or series of television episodes; or
- C. animation productions; or
- D. webcasts, virals or music videos;

which has been previously declared to and accepted by the Company.

### **Production Costs**

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means:

- A. all costs chargeable directly to a **production** and which have been budgeted for in the budget submitted to the Company, including pre-**production** costs and such amount of overhead as may be declared by the Insured at the time of the declaration of the **production**. It does not include any amounts paid under Sections 1, 2, or 3 of this Policy or the costs of:
  - 1. the underlying rights and materials including story, scenario, music rights, sound rights, royalties; or
  - 2. permanent sets, owned wardrobe, owned props, owned equipment; or
  - 3. Premiums paid for this Policy, interest paid on loans, and personal property taxes; or

- 4. talent, services or facilities provided by others and not included in the Insured's budget for any **production**.

However, the Insured may at the time of declaration to the Company, specifically request that any of the above **production costs** be included, except that the Premium for any given Section of the Policy may not be included in the **production costs** for that Section.

- B. in determining costs chargeable directly to the **production**, any compensation for services rendered which the Insured may owe or has paid to any partner, **officer**, or corporate director shall not be included except as part of overhead, unless services rendered by such individuals are in the capacity of producer, director, writer, actor, or of a similar nature, the cost of which is specifically and directly related to the **production**.

### **Production Media**

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means:

- A. raw or exposed film (developed or undeveloped);
- B. video tapes;
- C. **digital media**;
- D. soundtracks;
- E. colour transparencies, cells, artwork, drawings, software and related material used to generate computer images.
- F. matrices, lavendars, inter-positives, positives, working prints, cutting copies, and fine grain prints,

**Production media** does not mean back up material, cut outs, unused or excess footage, **library stock** or equipment used to play the **production media**.

### **Property Damage**

---

means physical damage to tangible property, including resultant loss of use of such property. Tangible property does not include any software, data or other information in electronic form.

All such resultant loss shall be regarded as having happened at the time of the physical damage that caused it.

### **Protection Print**

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means a duplicate copy or digital master of the completed **production** on any format that is suitable for the intended release of the **production**.

### **Remediation Costs**

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means reasonable and necessary costs to clean up or remove **environmental damage** to which this Policy applies, to the extent required by **environmental laws**.

### **Subsidiary**

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means an organisation that the Insured either directly or indirectly controls through:

- A. holding a majority of the voting rights
- B. the right to appoint or remove a majority of its board of directors; or
- C. controlling alone, pursuant to a written agreement with other shareholders, a majority of the voting rights therein.

## **Terrorism**

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means:

- A. an act involving the use of force or violence or the threat thereof, taken by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
- B. act or failure to act in controlling, preventing or suppressing **terrorism**.

## **Vehicle**

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means any type of machine (including any trailer, machinery or apparatus attached thereto) that travels on wheels or self-laid tracks and is propelled by other than manual or animal power.

## **War**

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means:

- A. hostile or warlike action in time of peace or **war** (including any act or failure to act in controlling, preventing or suppressing any actual, impending or expected attack) by any:
  - 1. government authority or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces;
  - 2. military, naval or air forces; or
  - 3. agent of any government power, authority or force;
- B. insurrection, rebellion, revolution, civil **war**, usurped power or any activity of any organisation the objects of which are or include the overthrowing or influencing of any government or sovereign

power (de jure or de facto) by any violent means, or any act or failure to act by government authority or sovereign power (de jure or de facto) in controlling, preventing or suppressing such activity; or

- C. weapon of **war** employing atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or **war**.

## **Waste**

---

means any material to be recycled, reconditioned or reclaimed.

## **Watercraft**

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means any vessel, craft or thing made or intended to float on or in or travel on or through water.

## Section 1 - Cast

The Company will pay for the amount of loss directly resulting from:

- A. a **declared person** being necessarily prevented by their death, injury, illness, sickness or disease from commencing, continuing or completing their duties or performance in a **production**; or
- B. the **kidnapping** of any **declared person**; or
- C. the **bereavement** of an **immediate family member** of a **declared person**;

that occurs during the Period of Insurance.

### Special Conditions

Cover under this Section will apply provided that:

#### **Commencement of cover**

- A. the Insured uses all reasonable efforts immediately prior to the attachment of any cover to ascertain that any **declared person** declared to the Company is in sound physical condition and of good health in respect of their expected duties.
- B. the Insured has the **declared person** examined by a registered medical practitioner either:
  - 1. designated or approved by the Company, who is to submit to the Company a medical examination report on forms approved by the Company and signed by the examinee and the registered medical practitioner; or
  - 2. if the registered medical practitioner designated or approved by the Company is unavailable for completion of the medical examination, the Company consents to use any appropriately qualified registered medical practitioner available (other than the examinee's own).

Until such time as a medical examination report is received by the Company, cover for a **declared person** under insuring clause A. above is restricted to **accident risk only**.

The Company agrees to review the medical examination report promptly and to advise the Insured of the approval, or of any reservations, exceptions or restrictions, of cover for that **declared person** within five (5) working days of receipt of the medical examination report.

In the event that the Company fails to advise the Insured within the five (5) working day period the Company will cover the **declared person** provided only that any condition existing at that time that would normally result in any reservation, exception or restriction of cover will not be insured until such time as the Company advises the Insured of the approval, or any reservation, exception or restriction of cover.

#### **Loss Procedure - Notice of Incapacity and Right of Examination**

- C. immediately after the Insured is made aware of any **declared person** being unable to commence, continue or complete their duties in respect to the **production**, as a result of which a claim might arise, the Insured must immediately notify the Company and also obtain and immediately forward to the Company the medical examination report of a registered medical practitioner that details fully the circumstances in which the incapacity arises; and
- D. the Insured shall ensure and preserve to the Company the continuing right of examination, at all reasonable times by the Company's nominated registered medical practitioner, of any **declared person** whose incapacity may lead to a claim.

The Insured agrees that if the failure to comply with Special Conditions C and D under the above Loss Procedure

provision prejudices the Company no cover for that **declared person** will be available under this Section.

### Extension of Filming Period

In the event that **principal photography** of a **production** has not been completed within the Period of Insurance, cover under this Section may, with prior notification to, and acceptance by, the Company, be extended until completion of **principal photography**, for which the Company reserves the right to charge an additional Premium.

### Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the Cast Limit stated in the Schedule, save for any claims resulting from **bereavement**, where the Company's liability shall be the **bereavement** sub-limit as stated in the Schedule.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

### Period of Insurance

Cover for a **declared person** under this Section commences when agreed and accepted by the Company in writing and continues until:

- A. the date on which a **protection print** has been completed and stored in an area physically separated from the original **production media**; or
- B. thirty (30) days after completion of post **production** during which a **protection print** is to have been made; or
- C. the expiration date of this Section or the Policy; or

D. cancellation of this Section or the Policy;

whichever occurs first.

### Basis of Settlement

In this Section loss will be calculated as:

- A. additional **production costs** reasonably and necessarily incurred by the Insured in completing the **production** that would not have been incurred, but for the happening of any one or more of the **occurrences** specified in this Section's operative clause, but excepting any additional **production costs** directly or indirectly arising out of any obligation or requirement of the Insured to meet any schedule deadlines, delivery, release, air dates or any other completion date, whether or not such additional **production costs** occur concurrently with loss otherwise covered under this Section or Policy; or
- B. **production costs** reasonably and necessarily incurred by the Insured, if the **production** is abandoned because completion has been reasonably and necessarily prevented by any one or more of the **occurrences** specified in this Section's operative clause, provided that:
  1. the Company has agreed to the abandonment; and
  2. any **production costs** directly or indirectly arising out of the Insured's failure to allow a reasonable margin of safety (as defined by industry practices) between completion of the **production** and any schedule deadlines, delivery, release, air dates or any other completion date are excepted; and
  3. before payment, the Insured surrenders or assigns and transfers to the Company or its

nominees all rights, title and interest in all underlying works, as well as **production media** and any copies made or related material used during the **production**.

### Exclusions

This Section does not cover loss directly or indirectly arising out of:

- A. any **declared person** flying, other than as a passenger; or
- B. the inability of any **declared person** to commence, continue or complete their respective duties or performance as a result of pregnancy, menstruation, child birth or other related condition; or
- C. any **declared person** taking part in any **hazardous activities** without the prior written consent of the Company; or
- D. money, securities or other consideration surrendered as a ransom payment by the Insured as a result of **kidnapping** or alleged **kidnapping**; or
- E. **bereavement** in the event that death, illness or injury is traceable to or accelerated by any **pre-existing medical condition** for which the **immediate family member** has sought treatment for in the twelve (12) months immediately prior to the **declared person** being declared to the Company.

## Cast Definitions

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### **Accident Risk Only**

means loss directly resulting from an **declared person** being necessarily prevented by their accidental death or injury from commencing, continuing or completing their duties or performance

### **Bereavement**

means emotional distress suffered by any **declared person** as a consequence of the sudden and unforeseen death of, or unexpected life threatening illness or injury to, his or her **immediate family member** occurring after the date the **declared person** has been accepted for cover by the Company.

### **Declared Person**

means any person declared to and accepted by the Company in writing who is appearing in, working on, or is contracted to appear in or work on, the **production**.

### **Hazardous Activities**

Means any activities, conditions, special effects, hazards or stunts which materially increase your exposure to risk.

### **Immediate Family Member**

means mother, father, step mother, step father, child, step child, adopted child, foster child, mother in law, father in law, grandchild, grandparent, brother, sister, step brother, step sister, spouse or civil partner of the **declared person** and who is aged seventy-five (75) or under at the date the **declared person** is declared to the Company.

### **Kidnapping**

means the unlawful taking and holding of any **declared person** by others by force or fraud.

### **Pre-existing Medical Condition**

means any illness, disease, syndrome, disability or other condition, including any symptoms or side effects of these.

## Section 2 - Production Media

The Company will pay for the amount of loss directly resulting from:

### Physical Damage

- A. physical loss of, damage to, or destruction of **production media** by any external cause; or

### Faulty Perils

- B. faulty **production media**; or
- C. fogging, faulty cameras, sound equipment or sound tracks or recording equipment; or
- D. faulty developing, editing or processing including where arising from faulty computer software programs; or

### Accidental Perils

- E. accidental erasure of recordings from **digital media** or of soundtracks; or
- F. accidental exposure to light of raw or exposed film; or
- G. accidental corruption of the images and sound data held on **digital media**;

that occurs during the Period of Insurance.

### Special Conditions

---

Cover under this Section will apply provided that:

- A. **production media** is kept by the Insured in a satisfactory condition and fit for its purpose until completion of the **protection print**, which is then securely stored off site. Damage to any **production media** for which a satisfactory **protection print** exists shall not result in a loss under this Policy unless the corresponding **protection print** is also damaged; and
- B. all cameras, lenses, sound or recording equipment and related

equipment are fully tested and proved to be in sound working condition for the purpose for which they are intended to be used at commencement of filming or recording of the **production**, in accordance with standards of industry practice; and

### C. **digital media** is:

1. cross-checked and a suitable assessment for technical integrity is made as soon as practicably possible; and
2. securely backed up; and
3. duplicated and securely stored off site on a daily basis, unless otherwise agreed by the Company;

Where this Special Condition C is complied with later than seventy-two (72) hours from the date of commencement of recording, cover is subject to the Digital Media Sub-Limit as stated in the Schedule.

- D. The Insured will view **production media** on a daily basis where possible. Where the Insured does not view **production media** in a manner sufficient to identify defects for a period of greater than five (5) consecutive days, cover is subject to the Exposed Production Media sub-limit as stated in the Schedule.

In any claim, action, suit or other proceeding to enforce a claim for loss under this Section the burden of proving that such loss does not arise out of the Insured's failure to meet these Special Conditions is solely on the Insured.

### Limit of Liability and Deductible

---

The liability of the Company under this Section for any one **occurrence** shall not exceed the Production Media Limit or applicable sub-limit as stated in the Schedule.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

### Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

- A. the date on which a **protection print** has been completed and stored in an area physically separated from the original **production media**; or
- B. thirty (30) days after completion of post production during which a **protection print** is to have been made; or
- C. the expiration date of this Section or the Policy; or
- D. cancellation of this Section or the Policy;

whichever occurs first.

### Basis of Settlement

In this Section loss will be calculated as:

- A. additional **production costs** reasonably and necessarily incurred by the Insured in completing the **production** that would not have been incurred, but for the happening of any one or more of the **occurrences** specified in this Section's insuring operative clause, but excepting any additional **production costs** directly or indirectly arising out of any obligation or requirement of the Insured to meet any schedule deadlines, delivery, release, air dates or any other completion date, whether or not such additional **production costs** occur concurrently with loss otherwise covered under this Section or Policy; or

B. **production costs** reasonably and necessarily incurred by the Insured, if the **production** is abandoned because completion has been reasonably and necessarily prevented by any one or more of the **occurrences** specified in this Section's operative clause, provided that:

1. the Company has agreed to the abandonment; and
2. any **production costs** directly or indirectly arising out of the Insured's failure to allow a reasonable margin of safety (as defined by industry practices) between completion of the **production** and any schedule deadlines, delivery, release, air dates or any other completion date are excepted; and
3. before payment, the Insured surrenders or assigns and transfers to the Company or its nominees all rights, title and interest in all underlying works, as well as **production media** and any copies made or related material used during the **production**.

2. incorrect use or type of camera, lens, lighting equipment or **production media**; or

C. Intentional exposure to light of raw or exposed film; or

D. delay in delivery of **production media**; or

E. X-rays, X-ray systems, fluoroscopic inspection devices, electromagnetic radiation, radioactive contamination, exposure to radioactive materials, all whether controlled or uncontrolled. This exclusion does not apply to any:

1. processed negative; or
2. exposed or unexposed negative while in transit provided that all reasonable precautions have been taken and the negative is properly identified as such, carried as hand luggage and accompanied at all times; or
3. **digital media**; or

F. the Insured's failure to produce a **protection print** in the case of transfer to another **digital media** format; or

G. experimental techniques or work.

### Exclusions

This Section does not cover loss directly or indirectly arising out of:

- A. gradual deterioration, deterioration due to dampness or dryness of atmosphere, changes in weather conditions, decay, exposure to light or extremes or changes in temperature, unless such loss directly results from storm or fire; or
- B. failure to exercise reasonable care and skill, including but not limited to:
  1. errors of judgment, including those in exposure, lighting and sound recording; non-compliance with accepted standards of industry practice; or



## Section 3 - Extra Expense

The Company will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** consequent upon:

- A. physical loss of, damage to, or destruction of property or facilities used or to be used by the Insured for that **production**; or
- B. verifiable structural or mechanical defect or breakdown, short-circuiting or other electrical injury, failure or disturbance of:
  - 1. portable generators; or
  - 2. camera equipment; or
  - 3. lighting equipment; or
  - 4. sound equipment; or
  - 5. grip equipment;

provided the above listed property has been fully tested and proven to be in good working condition prior to being used on the **production**;

that occurs during the Period of Insurance.

### Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the Extra Expense Limit stated in the Schedule.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule

### Optional Extensions of Cover

The following extensions of cover apply only where they are specifically noted as operative in the Schedule.

#### **A. Civil Authority**

The Company will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** consequent upon any action of a

civil authority that prohibits access to property or facilities within your care, custody or control, used or to be used in connection with a **production** occurring during the Period of Insurance except as excluded below.

This extension does not cover loss directly or indirectly arising out of:

- 1. Failure or inability of the Insured to obtain filming permits.
- 2. Failure or inability of the Insured to properly process or complete any applications or other documents required by governmental authorities regulating the Insured's filming activities.
- 3. Failure or inability of the Insured to comply with any requirement or procedure necessary for the issuance of any filming permit or authorisation.
- 4. Refusal or revocation of any filming permits or authorisation of any filming permits or authorisation due to the Insured's violation of the terms and conditions of any such permits or due to the Insured's violation of any civil or criminal code, or law.
- 5. Travel delays caused by weather conditions.
- 6. A peril excluded under the General Policy Exclusions.

The Company's liability for any such loss is subject to the Civil Authority Extension sub-limit as stated in the Schedule.

#### **B. Imminent Peril**

The Company will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** consequent upon;

- 1. Additional **production costs** incurred due to the actual or potential impairment of a **production** due to actions the

Insured must take to protect persons or property at a **location** from imminent direct physical loss or damage or;

2. Reasonable and necessary costs the Insured incurs to protect persons and property at a **location** from imminent direct physical loss or damage;

occurring during the Period of Insurance.

This Extension does not apply to weather events that typically occur at the filming **location**.

The Company's liability for any such loss is subject to the Imminent Peril Extension sub-limit as stated in the Schedule.

#### C. Location Access/Exit

The Company will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** consequent upon access or exit from a **location** being prevented due to a direct physical loss or damage to property or premises contiguous with or adjacent to that **location**, occurring during the Period of Insurance.

The Company's liability for any such loss is subject to the Location Access/Exit Extension sub-limit as stated in the Schedule.

#### D. Loss of Utility Supply

The Company will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** consequent upon:

1. The sudden and unexpected loss of the public power supply being used by the Insured in connection with the **production**; or
2. The sudden and unexpected loss of communication, internet access, natural gas, water or

sewerage treatment supply being used by the Insured in connection with the **production**;

occurring during the Period of Insurance.

The Company will pay such loss provided that the disruption of services:

1. Is not due to the Insured's failure to comply with the terms and conditions of any contract; and
2. Has been reported to the applicable service provider.

Any loss arising directly or indirectly out of strike, industrial action, whether official or unofficial, lock-outs or other labour disputes is excluded under this extension.

The Company's liability for any such loss is subject to the Loss of Utility Supply Extension sub-limit as stated in the Schedule.

#### E. Strike and Civil Protest

The Company will pay for the amount of loss directly resulting from the interruption, postponement or cancellation of a **production** consequent upon:

1. Strike or other labour action; or
2. Civil protest;

By any organisation or person that physically interferes with the Insured's access or use of a filming **location**, occurring during the Period of Insurance.

This extension does not apply to:

1. Strikes or other labour actions by any person or organisation that is part of or employed by the film or television industry, or employed by or under contract with the Insured.
2. Any civil protest that is directed at the **production**.

The Company's liability for any such loss is subject to the Strike and Civil Protest Extension sub-limit as stated in the Schedule.

#### Period of Insurance

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Cover under this Section commences as stated in the Schedule and continues until:

- A. the date on which a **protection print** has been completed and stored in an area physically separated from the original **production media**; or
- B. thirty (30) days after completion of post **production** during which a **protection print** is to have been made; or
- C. the expiration date of this Section or the Policy; or
- D. cancellation of this Section or the Policy;

whichever occurs first.

#### Basis of Settlement

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In this Section loss will be calculated as:

- A. additional **production costs** reasonably and necessarily incurred by the Insured in completing the **production** that would not have been incurred, but for the happening of any one or more of the **occurrences** specified in this Section's operative clause, but excepting any additional **production costs** directly or indirectly arising out of any obligation or requirement of the Insured to meet any schedule deadlines, delivery, release, air dates or any other completion date, whether or not such additional **production costs** occur concurrently with loss otherwise covered under this Section or Policy; or

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Policy Wording

- B. **production costs** reasonably and necessarily incurred by the Insured, if the **production** is abandoned because completion has been reasonably and necessarily prevented by any one or more of the **occurrences** specified in this Section's operative clause, provided that:
1. the Company has agreed to the abandonment; and
  2. any **production costs** directly or indirectly arising out of the Insured's failure to allow a reasonable margin of safety (as defined by industry practices) between completion of the **production** and any schedule deadlines, delivery, release, air dates or any other completion date are excepted; and
  3. before payment, the Insured surrenders or assigns and transfers to the Company or its nominees all rights, title and interest in all underlying works, as well as **production media** and any copies made or related material used during the **production**.
- C. any alteration, repair, maintenance, construction or testing of property. This exclusion does not apply to subsequent damage to any other property used or to be used in the **production** and directly resulting from fire; or
- D. shortage on taking inventory, unexplained physical loss or mysterious disappearance; or
- E. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open, other than while on **location** or in transit to or from **location**; or
- F. physical loss of or damage to **production media**; or
- G. replacement or incapacity of any animal used or to be used in the **production**; or
- H. expenditure incurred in the purchase, construction, repair or replacement of any property.

## Exclusions

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This Section does not cover loss directly or indirectly arising out of:

- A. insects, vermin, disease, inherent vice, latent defect, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes in temperature, decay, shrinkage, evaporation, warping, rust, contamination, leakage of contents, unless directly resulting from storm or fire; or
- B. verifiable structural or mechanical defect or breakdown, short-circuiting or other electrical injury, failure or disturbance of any property not listed in sub-paragraph B of this Section's operative clause; or

## Section 4 - Production Property

The Company will pay to or on behalf of the Insured the value of:

- A. **props, sets, wardrobe**; or
- B. **miscellaneous technical equipment**; or
- C. **production office contents**; or
- D. **action motor vehicles**; or
- E. **library stock**;

owned or held in trust by the Insured and used, or to be used, in a **production** and that is lost, damaged or destroyed during the Period of Insurance.

### Continuing Hire Charges

The Company will also pay under this Section related continuing hire charges, if any, where the Insured is legally liable to another for loss, damage or destruction of **props, sets, wardrobe** or **miscellaneous technical equipment** as set out in sub-paragraphs A and B of this Section's operative clause to the extent the Insured is liable under the hire agreement, up to a maximum period of thirteen (13) weeks.

### Additional Hire Charges

The Company will also pay under this Section reasonable hiring charges incurred by the Insured to hire replacement property following loss, damage or destruction of **props, sets, wardrobe** or **miscellaneous technical equipment** as set out in sub-paragraphs A and B of this sections operative clause, until such time as:

- A. the damaged property is either repaired or replaced; or
- B. the completion of **principal photography**; or

- C. the expiration date of this Section or the Policy; or
- D. the Additional Hire Charges sub-limit as stated in the Schedule is exhausted;

whichever occurs first.

### Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the item Limit or applicable sub-limit as stated in the Schedule.

For **props, sets, wardrobe** a sub-limit of \$50,000 per **occurrence** applies under this Section for any antiques; objects of art; furs; jewellery; and precious or semi-precious stones, metals or alloys.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

### Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

- A. the expiration date of this Section or the Policy; or
- B. cancellation of this Section or the Policy;

whichever occurs first.

### Basis of Settlement

In the event of loss, damage or destruction to item A - D under this Section's operative clause, the Company will pay the full cost of repair or replacement of such property without deduction for wear and tear or gradual deterioration provided that such

property is repaired or replaced by the Insured within a reasonable period of time following the loss.

The maximum amount the Company will pay per **occurrence** shall not exceed the:

- A. Limit for the relevant item shown in the Schedule; or
- B. amount spent to repair or replace the property for the same occupancy or use to a condition equal to but not better or more extensive than its condition when new.

In the event of loss, damage or destruction to item E under this Section's operative clause, the amount the Company will pay shall not exceed the:

- A. Limit for **library stock** shown in the Schedule; or
- B. expenses incurred in the re-copying of **library stock** lost, damaged or destroyed.

If **library stock** cannot be replaced with other like kind or quality, no payment shall be made under this Policy.

### Exclusions

This Section does not cover loss, damage or destruction directly or indirectly arising out of:

- A. insects, vermin, disease, inherent vice, latent defect, mechanical or structural defect or breakdown, wear and tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes of temperature, decay, shrinkage, evaporation, warping, rust, contamination, leakage of contents, short circuit or other electrical injury, disturbance or failure, unless directly resulting from storm or fire; or

B. any alteration, repair, maintenance, construction or testing of property. This Exclusion does not apply to subsequent damage to any other property used or to be used in the **production** and directly resulting from fire; or

- C. shortage on taking inventory, unexplained physical loss or mysterious disappearance; or
- D. rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open other than while on **location** or in transit to or from **location**, unless specifically agreed in writing by the Company; or
- E. theft from an unattended **vehicle**, unless at the time of such theft:
  1. the windows, doors and compartments of the **vehicle** are securely closed and locked.

The cover provided under the exception in sub-paragraph E above is subject to the Theft sub-limit shown in the Schedule; or

- F. ownership, operation or use of **aircraft** (including gliders and hang-gliders), **watercraft** (the replacement value of which is in excess of \$15,000), railroad cars or equipment, motorcycles, motor **vehicles** or other motorised conveyances, except **action motor vehicles**.

### Production Property Definitions

#### **Action Motor Vehicles**

means any **vehicle** or other motorised conveyance used or to be used in front of camera during the **production**, including while in transit to or from a **location** and not being self-propelled, but excluding any **vehicle** being used as part of a stunt.

**Action Motor Vehicles** does not mean **miscellaneous technical equipment**,

**production office contents** or **props, sets, wardrobe**.

#### **Miscellaneous Technical Equipment**

means technical equipment used or to be used on the **production** including but not limited to cameras, camera equipment, sound and lighting equipment, portable electrical equipment, generators, mechanical effects equipment, grip equipment, mobile dressing room and honeywagon trailer units.

#### **Miscellaneous technical equipment**

does not mean **action motor vehicles, production office contents** or **props, sets, wardrobe**.

#### **Production Office Contents**

means business or personal property usual to the office occupancy of the Insured including furniture, fixtures and fittings (other than landlord's furniture, fixtures and fittings), tenant's improvements, alterations and decorations, office equipment and supplies.

**Production office contents** does not mean **action motor vehicles, miscellaneous technical equipment** or **props, sets, wardrobe**.

#### **Props, Sets, Wardrobe**

means props, sets, scenery, costumes, wardrobe and related property used as part of a **production**. It does not mean animals, plant life (unless used as part of a theatrical set), accounts, bills, currency or money, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports and railroad, airline or other tickets, permanent buildings or structures (unless constructed for use in the **production**, including but not limited to any improvements and betterments to such buildings or structures).

**Props, sets, Wardrobe** does not mean **action motor vehicles, miscellaneous technical equipment** or **production office contents**.

## Section 5 - Production Money

The Company will pay for the amount of loss or damage to:

- A. **production money**; or
- B. the safe or strongroom containing the **production money** directly resulting from theft or attempted theft;

that occurs during the Period of Insurance.

### Special Conditions

Cover under this Section will apply provided that:

- A. an accurate and complete record is kept of all **production money** and deposited in a secure place other than in the safe or strongroom containing the **production money**; and
- B. the safe or strongroom used to contain **production money** is suitably rated for the value of **production money** stored within it; and
- C. the Insured, at all times, maintains the following minimum standards of precaution for the safety of **production money** not on **premises** but within the Territorial Limits:
  - 1. the times of repetitive transit routes and conveyances used are varied as far as possible; and
  - 2. all persons engaged in the carrying of **production money** are able-bodied adults.

### Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the applicable sub-limit stated in the Schedule.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

### Period of insurance

Cover under this Section commences as stated in the Schedule and continues until:

- A. the expiration date of this Section or the Policy; or
- B. cancellation of this Section or the Policy;

whichever occurs first.

### Exclusions

This Section does not cover loss or damage directly or indirectly arising out of:

- A. the use of unregistered postal or courier services for the transit of **production money**; or
- B. **production money** left in unattended **vehicles**; or
- C. dishonoured cheques, errors, omissions or unexplained shortage or shortages due to clerical or accounting errors or computer malfunction; or
- D. the Insured voluntarily parting with title or possession if induced to do so by any fraudulent means or pretence by another; or
- E. any safe or strongroom being opened by a key left in the **premises** outside **business hours**.

### Production Money Definitions

#### **Business Hours**

means the period during which the Insured's employees, **officers**, directors, partners, trustees or any other authorised representatives entrusted with the **production money** are on the **premises** for the purpose of the business.

Media Production Insurance  
Policy Wording

**Premises**

means permanent, demountable or relocatable buildings and motor homes the Insured owns, occupies or is responsible for and which are used for the **production**.

**Production Money**

means currency, coins, bank notes, bullion, food stamps, cheques or drafts drawn on any account, travellers' cheques, registered cheques, money orders, negotiable securities, postal orders, unused postage and revenue stamps, phone cards, stored value and other similar type cards.

## Section 6 - Property of Others

The Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of loss, damage or destruction of property of others occurring during the Period of Insurance while such property is in the care, custody, or control of the Insured for:

- A. use in; or
- B. in connection with;

### a **production**.

Under this Section the Company will also indemnify the Insured for **claim defence expenses** provided they are incurred with the Company's prior written consent.

### Limit of Liability and Deductible

The liability of the Company under this Section for any one **occurrence** shall not exceed the Property of Others Limit stated in the Schedule.

Payments made by the Company for **claim defence expenses** incurred by the Insured will reduce the amount of the Property of Others Limit available for any other payment. The remaining amount of such Limit of Liability is the most that will be available for any other payment.

The Company's liability for each and every loss is subject to the applicable **deductible** stated in the Schedule.

### Period of Insurance

Cover under this Section commences as stated in the Schedule and continues until:

- A. the expiration date of this Section or the Policy; or
- B. cancellation of this Section or the Policy;

whichever occurs first.

### Exclusions

This Section does not cover loss, damage or destruction directly or indirectly arising out of:

- A. ownership, operation or use of **aircraft** (including gliders and hang-gliders), **watercraft**, railroad cars or equipment, motorcycles, motor **vehicles** or other motorised conveyances; or
  - B. shortage on taking inventory, unexplained physical loss, mysterious disappearance, wear and tear or gradual deterioration .
- Nor does this Section cover loss, damage or destruction of:
- C. animals, gardens or plant life; or
  - D. property more specifically covered under Section 4 of this Policy; or
  - E. premises being used by the Insured for any purpose other than **location** filming for a **production**, including premises used as living quarters for the Insured's cast and crew.



## Section 7 - General Liability

### Coverages

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#### **Bodily Injury and Property Damage Liability**

A. Subject to all of the terms and conditions of this Policy, the Company will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

1. imposed by law; or
2. assumed under an **insured contract**;

for **bodily injury** or **property damage** that happens:

- within the Territorial Limits; and
- in connection with your Business;

as described in the Schedule, caused by an **occurrence** to which this coverage applies.

B. This coverage applies only to such **bodily injury** or **property damage** that happens during the Period of Insurance.

Other than as provided under the Investigation, Defence And Settlements section of this Policy, the Company has no other obligation or liability to pay sums or perform acts or services under this Section.

The liability of the Company under this Section will not exceed the applicable Limit of Liability stated in the Schedule.

The Company's obligations under this Section end when the applicable Limit of Liability has been used up.

#### **Personal Injury Liability**

A. Subject to all of the terms and conditions of this insurance, the Company will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

1. imposed by law; or
2. assumed under an **insured contract**;

for **personal injury** caused by an act, provided that such act happens:

- within the Territorial Limits; and
- in connection with your Business;

as described in the Schedule, to which this coverage applies.

B. This coverage applies only to such **personal injury** caused by an act first happening during the Period of Insurance.

Other than as provided under the Investigation, Defence And Settlements section of this Policy, the Company has no other obligation or liability to pay sums or perform acts or services under this Section.

The liability of the Company under this section will not exceed the applicable Limit of Liability stated in the Schedule.

The Company's obligations under this Section end when the applicable Limit of Liability has been used up.

### **Investigation, Defence and Settlements**

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Subject to all of the terms and conditions of this policy, the Company has the right, but no obligation, to defend the **insured**. The Company may exercise such right at its sole discretion.

If the Company is defending the **insured** against a claim or part of a claim, to which this policy applies, then the Company will pay **claim defence expenses** in connection with such claim or part of such claim to defend the **insured**.

If the **insured** is defending a claim or part of a claim, to which this policy applies, then the Company will reimburse the **insured** for **claim defence expenses** in connection with such claim or part of such claim that the **insured** pays in such defence.

The Company may, at its discretion, investigate any **loss events** and make any settlement, regardless of whether any claim has been made.

The Company may, at its discretion, pay at any time:

- any amount for which any claim can be settled; or
- the applicable Limit of Liability (after deduction of any amounts already paid);

and then the Company shall be under no further obligation or liability in respect of any claims.

The liability of the Company under this Section will not exceed the applicable Limit of Liability stated in the Schedule.

Our obligations under this Section end when the applicable Limit of Liability has been used up.

### Who Is An Insured

Each of the following qualify as an **insured** under this Section.

#### **First Named Insured**

The first person or organisation shown in the Schedule qualifies as a Named **Insured**.

#### **Subsidiaries**

Organisations that are a **subsidiary** of the **insured** at commencement of the Period of Insurance qualify as a Named **Insured**.

#### **Acquired Or Created Subsidiaries**

A **subsidiary** acquired or created during the Period of Insurance by the **insured** qualifies as a Named **Insured**, but only if its total gross assets at the time of such acquisition or creation do not exceed A\$10,000,000 or twenty (20%) of the **group assets**, whichever is the lesser, and its business is the same as the Business as described in the Schedule.

However, unless the Company agrees to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for:

- **bodily injury or property damage** that did not happen; or
- **personal injury** caused by an act that did not first happen;

later than:

- ninety (90) days after such acquisition or formation is executed; or
- the end of the Period of Insurance;

whichever comes first.

#### **Directors, Officers or Employees**

Directors, **officers**, employees, work experience persons and voluntary workers of the **insured** are **insureds**, but only while acting within the scope of their duties in such capacity.

#### **Social or Sporting Clubs**

**Officers** and members of the **insured's** social or sporting clubs are **insureds**, but only while acting in their respective capacities as such **officers** or members.

#### **Partnerships or Joint Ventures**

Partners or members of a partnership or joint venture shown in the Schedule qualify as **insureds**, but only with respect to the operation of such partnership or joint venture.

#### **Parties You Are Obligated to Insure**

A person, principal, organisation, trustee or estate to whom or to which you are obligated by virtue of a written contract to provide insurance are **insureds** but only where the contract was executed before any **bodily injury, property damage or personal injury** arose and only to the extent required by such contract and subject to the applicable Coverages, Limit of Liability and all other terms and conditions of this Policy.

### Limitations On Who Is An Insured

A. Except to the extent provided under the Acquired Or Created Subsidiaries provision above, no person or organisation is an **insured** with respect to the conduct of any person or organisation that is not shown as a Named **Insured** in the Schedule.

B. No person or organisation is an **insured** with respect to the:

1. ownership, maintenance or use of any assets; or
2. conduct of any person or organisation whose assets, business or organisation;

the **insured** acquires, either directly or indirectly, for any damages, loss, cost or expense arising out of any injury, damage or act that happens, in whole or in part, before such acquisition is executed, including any continuation or resumption of any such injury, damage or act at any time.

C. No person or organisation is an **insured** with respect to the:

1. ownership, maintenance or use of any assets the **insured** acquires;
2. conduct of any person or organisation whose assets, business or organisation the **insured** acquires; or
3. conduct of any organisation the **insured** forms;

during the Period of Insurance, either directly or indirectly, for any damages, loss, cost or expense arising out of any injury, damage or act happening, in whole or in part (including any continuation or resumption thereof at any time), later than:

- ninety (90) days after such acquisition or formation is executed; or
- the end of the Period of Insurance;

whichever comes first, unless:

- the **insured** gives the Company written notice describing the

acquisition or formation for which the **insured** is requesting an extension of coverage for an additional period;

- the Company agrees to issue an endorsement to extend coverage for an additional period (up to the end of the Period of Insurance) in connection with the acquisition or formation, in accordance with the terms, conditions and additional Premiums determined by the Company; and
- the **insured** accepts such terms and conditions.

- D. If an organisation ceases to be a **subsidiary**, then coverage with respect to such organisation shall only apply to injury or damage or the act giving rise to such injury or damage happening prior to the date such organisation ceased to be a **subsidiary**.

### **Limit of Liability**

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The Limit of Liability shown in the Schedule and the rules below set out the Company will pay, regardless of the number of:

- **insureds**;
- claims or **loss events**; or
- persons or organisations making claims.

The Limit of Liability applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the Period of Insurance shown in the Schedule, unless the Period of Insurance is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

### **Each Occurrence Limit**

The Each **Occurrence** Limit is the most the Company will pay for the sum of amounts described as reducing the Limit of Liability in the provision

titled Payments That Reduce The Limit of Liability for **bodily injury** and **property damage** arising out of any one **occurrence** or series of **occurrences**. All related **occurrences** and all series of continuous, repeated or related **occurrences** shall be deemed one **occurrence**.

Any such sums the Company pays will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each **Occurrence** Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.

### **Each Act (Personal injury) Limit**

The Each Act (**Personal injury**) Limit is the most the Company will pay for the sum of amounts described as reducing the Limit of Liability in the provision titled Payments That Reduce The Limit of Liability for **personal injury** arising out of any one act or series of acts. All related acts and all series of continuous, repeated or related acts shall be deemed one act.

Any such sums the Company pays will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Act (**Personal injury**) Limit, then the remaining amount of such aggregate limit is the most that the Company will be liable to pay for any other payment under this Section.

### **Products Hazard Aggregate Limit**

Subject to the Each **Occurrence** Limit, the **Products hazard** Aggregate Limit is the most the Company will pay for the sum of amounts described as reducing the Limits of Liability in the provision titled Payments That Reduce The Limit of Liability, in connection with **bodily**

**injury** and **property damage** included in the **products hazard**.

Any such sum the Company pays will reduce the amount of the aggregate limit available for any other payment. The remaining amount of such aggregate limit is the most that the Company will be liable to pay for any other payment under this Section.

### **Payments That Reduce the Limit of Liability**

- A. Any damages we pay will reduce the Limit of Liability.
- B. Payments the Company makes under the Investigation, Defence And Settlements section of this insurance for **claim defence expenses** will not reduce the Limit of Liability.

### **Exclusions (Applicable To This Section Only)**

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This Section does not cover loss directly or indirectly arising out of the following:

#### **Personal Injury - Various**

This Section does not apply to any damages, loss, cost or expense for **personal injury** arising out of any:

- A. breach of contract.
- B. failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.
- C. act happening, in whole or in part, before the beginning of the Period of Insurance, including any continuation or resumption of any such act at any time.
- D. wrong description of the price of goods, products or services.

- E. electronic, oral, written or other publication of content or material by or with the consent of the **insured**:
1. with knowledge of its falsity; or
  2. if a reasonable person in the circumstances of such **insured** should have known such content or material to be false.
- F. continuation or resumption of any act after:
1. such act is **deemed known** to have happened or to have begun.
  2. the later of the end of the Period of Insurance of:
    - a) this Policy; or
    - b) a subsequent, continuous renewal or replacement of this Policy
      - i. that is issued to the **insured** by the Company or by an affiliate of the Company; and
      - ii. which would otherwise apply to **personal injury**.

#### **Aircraft or Watercraft**

This Section does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- **aircraft**;
- **watercraft**; or
- Unmanned Aircraft System (UAS) by or on behalf of any **insured**.

With respect to **bodily injury** or **property damage** only, this exclusion does not apply to a **watercraft**:

- while ashore on premises owned by or rented to you;
- under ten (10) metres in length; or
- operated by an independent contractor.

With respect to **bodily injury** or **property damage** only, this exclusion does not apply to Unmanned Aircraft Systems:

- operated by an independent contractor in possession of a UAS Operators Certificate issued by Civil Aviation Safety Authority (CASA);
- where the operator is in possession of an area approval where required by CASA; and
- where the operator has in place liability insurance covering operation of such Unmanned Aircraft System and this Policy remains current throughout the duration of a **production**.

#### **Aircraft Products**

This Section does not apply to any damages, loss, cost or expense arising out of any **aircraft** product or any missile or spacecraft, including any:

- A. article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any **aircraft**, missile or spacecraft, or furnished or used in connection therewith;
- B. air or space communication, guidance or navigation system;
- C. ground control, handling or support equipment or tools furnished or used in connection therewith;
- D. equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
- E. blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- F. engineering or other advice, instruction, labour or service relating to any of the foregoing.

#### **Contracts**

This Section does not apply to any damages, loss, cost or expense for which the **insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages to which this insurance applies:

- A. that such **insured** would have in the absence of such contract or agreement; or
- B. assumed in an **insured contract**.  
Damage to Owned Property

This Section does not apply to any damages, loss, cost or expense arising out of **property damage** to any property owned by the **insured**.

#### **Damage to Various Property of Others (Care, Custody or Control)**

This Section does not apply to any damages, loss, cost or expense arising out of **property damage** to any property in the **insured's** physical custody or under the **insured's** legal control.

This exclusion does not apply to **property damage** to:

- A. premises that are rented or leased to the **insured**; or
- B. **vehicles** (not used by any **insured** or on any **insured's** behalf) that happens in the **insured's** car park, unless arising out of any part of any **insured's** business of ownership or operation of a car park for reward.

#### **Damage to Your Product**

This Section does not apply to any damages, loss, cost or expense arising out of **property damage** to the **insured's** product or any part of it.

**Employers Liability, Statutory Obligations to Employees or Employment Related Practices**

- A. This Section does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained by any employee of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
  2. performing duties related to the conduct of the **insureds'** Business.
- B. This Section does not apply to any damages, loss, cost or expense arising out of any obligation for which any **insured** may be held liable under any Workers Compensation Act enacted by the Commonwealth of Australia or its States or Territories, or any act, law, ordinance, regulation, industrial award or agreement or determination, similar to any of the foregoing anywhere in the world.
- C. This Section does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, happening in whole or in part at any time.

Paragraph A. above does not apply to the liability for damages to which this Policy applies for:

- **bodily injury** assumed by the **insured** in an **insured contract**; or
- **bodily injury** or **personal injury** to a person in the service of the **insured** in Western Australia where the **insured** is deemed the employer of such person by reason only of Section 175 of the Workers' Compensation and Injury Management Act 1981 (WA).

**Exemplary or Punitive Damages, or Penalties**

This Section does not apply to any:

- A. exemplary or punitive damages;
- B. fine or other penalty; or
- C. multiple portion of any multiplied damages award.

**Expected or Intended Injury or Damage**

This Section does not apply to any damages, loss, cost or expense arising out of any **occurrence**, act or failure to act:

- A. intended by the **insured**; or
- B. that would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause injury or damage, even if the actual injury or damage is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

**Field of Entertainment or Media Production**

This Section does not apply to **bodily injury**, **property damage**, or **personal injury** arising out of:

- A. libel, slander or any other form of defamation; or
- B. any infringement, interference, invasion or violation of a persons right of privacy;

committed by any person or organization arising out of or related to the **field of entertainment or media production**.

**Information Distribution Laws**

This Section does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- A. the Spam Act 2003 (Cth) or similar legislation enacted by the Commonwealth of Australia or its States or Territories; or
- B. any other statute, law, ordinance or regulation enacted anywhere in the world relating to communicating, distribution, publication, sending or transmitting of content, information or material.

**Pollution**

- A. This Section does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
- B. This Section does not apply to any damages, loss, cost or expense arising out of any:
  1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  2. claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraphs A. and B. above do not apply to the liability for damages for **bodily injury** or **property damage** if caused by a discharge, dispersal, release or escape that is sudden and accidental and which happens in its entirety at a specific place and time.

Notwithstanding the above, this Section does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- happening in the United States of America or Canada, or their territories or possessions; or
- in respect of which an action for damages is brought in the courts of the United States of America or Canada, or their territories or possessions.

#### **Productions**

This Section does not apply to any damages, loss, cost or expense:

- A. For **bodily injury, personal injury** or **property damage** arising from any **hazardous stunts** or any **hazardous special effects** without our prior written consent;
- B. For **bodily injury** or **personal injury** arising directly out of hazardous activity from participation in any hazardous race, trial, game, contest or practice without our prior written consent
- C. Arising from any loss of, damage to, or destruction of raw film or tape stock, exposed film (developed or undeveloped), videotape, matrices, interpositives, positives, working prints, cutting copies, fine grain print, colour transparencies, cells, art work and drawings, software and related material used to generate computer images, sound tracks and tapes used in connection therewith while such property is used or to be used in connection with an insured **production**.

Provided sub paragraph C of this Exclusion does not apply to the loss, damage or destruction described in this sub paragraph C if the relevant property lost, damaged or destroyed is:

1. Owned by parties other than the **insured** or its' controlled entities; or
2. Otherwise **insured** under this Policy.

#### **Professional Services**

This Section does not apply to any damages, loss, cost or expense arising out of:

- the rendering of or failure to render any professional advice, service or instruction or any error or omission connected therewith; or
- any advice, design, formula or specification given for a fee;

regardless of whether or not:

- a claim is made by any client or other person or organisation; or
- any of the foregoing is ordinary to any **insured's** profession.

This Exclusion does not apply to:

- first aid rendered to others as a result of **bodily injury**; or
- liability for damages for **bodily injury** or **property damage** resulting from advice provided by you in respect of the use of **your product**;

to which this insurance applies.

#### **Recall of Products**

This Sections does not apply to any damages, loss, cost or expense incurred by any **insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product** or any property of which such product forms a part, if such product or property is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **Vehicles**

This Section does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance or use of any **vehicle** in respect of which there is required by law to be in force a policy of compulsory liability insurance or contribution to a statutory fund for that purpose.

- A. This Exclusion does not apply to **bodily injury** that is not covered by compulsory liability insurance or any statutory fund unless by reason of any:
1. breach of legislation relating to **vehicles**;
  2. failure to effect compulsory liability insurance or contribute to any statutory fund; or
  3. financial inadequacy of a provider of compulsory liability insurance or any statutory fund.
- B. In the absence of any such insurance or fund, this exclusion will not apply to **bodily injury** or **property damage**:
1. that happens beyond the limits of a carriageway or thoroughfare;
  2. caused by the **loading** or **unloading** of a **vehicle**;
  3. resulting from the use of a **vehicle** (not owned, hired, leased or supplied by any **insured** and not required to be **insured** by any **insured** by virtue of any legislation governing its use); or
  4. resulting from the use of a **vehicle** as a tool of trade on a site where you are undertaking work or at your premises.

However, this Policy does not apply to **property damage** to any **vehicle** described in subparagraphs B.2., B.3. or B.4. above.

### Conditions (Applicable to this Section only)

The following Conditions apply to this Section only.

#### Deductible - Each Loss event Basis

- A. If the Company pays or incurs amounts for damages or **claim defence expenses**, then it is a provision of this Policy that the **insured** must reimburse the Company within sixty (60) days of its request for these amounts up to the amount of the applicable **Deductible** as shown in the Schedule.
- B. The applicable **Deductible** amount for each Coverage is shown in the Schedule. Each **Deductible** shown in the Schedule applies separately from and in addition to any other **Deductible** shown in the Schedule. The applicable **Deductible** amount applies separately to each **loss event**.
- C. **Deductibles** apply separately to each consecutive annual period and to any remaining extension period of less than twelve (12) months, starting with the beginning of the Period of Insurance shown in the Schedule.
- D. The amount of any applicable **Deductible** will not be less than the amount shown in the Schedule, regardless of whether this Policy is:
1. Issued for a period of less than twelve (12) months; or
  2. Terminated before the end of the Period of Insurance, for any reason.

#### Deductible Conditions

- A. Regardless of the application of any **Deductible**, the Company may, at its discretion, initiate, discontinue or control any appeal of a judgment, if we consider such judgment or appeal may result in payment under this Policy.

- B. The requirements of this Policy for the **insured** to notify the Company of **loss events** and claims continue to apply regardless of the application of any **Deductible**.

- C. Regardless of the application of any **Deductible**, the Company has the right, but no obligation, to defend the **Insured**. The Company may exercise such right at its sole discretion.

#### Duties in the Event of an Act, Claim, Occurrence or Other Loss Situation

- A. The **insured** must ensure that the Company is notified as soon as practicable, but in no event later than thirty (30) days after the **insured** receives notice of any **loss event** that may involve the Company. Notice must include:
1. how, when and where the **loss event** happened;
  2. the names and addresses of any injured persons and organisations and any witnesses;
  3. the nature and **location** of any injury or damage in connection with the facts; and
  4. any other information the Company may require.
- B. If a claim is made against any **insured**, the **insured** must:
1. immediately record the specifics of the claim and the date received;
  2. notify the Company as soon as practicable; and
  3. ensure the Company receives written notice of the claim as soon as practicable.

- C. The **insured** and any other involved **insured** must:

1. immediately send the Company copies of any demands, notices, summonses or other legal papers received in connection with a claim;
2. authorise the Company to obtain records and other information if requested;

3. cooperate with the Company in the:
  - a) investigation and settlement of a claim; and
  - b) defence against a claim;

- D. No **insured** may settle any claim, incur any **claim defence expenses** (other than for first aid), assume any contractual obligation or admit any liability with respect to any claim without the Company's written consent. The Company will not be liable for any settlement, **claim defence expenses**, assumed obligation or admission to which it has not consented.

- E. Notice to the Company under this Policy shall be given in writing addressed to:

#### Notice of Claim

Claim Manager at the address of the Company shown in the Schedule.

#### Other Notices

Underwriting Manager at the address of the Company shown in the Schedule.

- F. If **loss events** involve any other insurers who may provide insurance coverage, the **insured** must ensure that such other insurers are notified as soon as practicable. Further the **insured** must cooperate with such other insurers and the Company in the:
1. investigation and settlement of a claim; and
  2. defence against a claim.

#### Limits of Liability

Amounts that are:

- A. Within the **Deductible**; and
- B. Described as reducing the Limit of Liability; will reduce the Aggregate Limit of Liability.

The Limit of Liability will not be increased or reinstated by any **Deductible** or any amount that the **insured** must reimburse to the Company in connection with any **Deductible**.

### Release

When in the ordinary course of Business the **insured** enters into a contractual agreement which provides that the **insured** shall release from liability another party in respect to **property damage** or **personal injury** covered by this Policy, this Policy will not be prejudiced by the **insured** having released the other party in such agreement.

### Representations

It is a provision of this Policy that in accepting it, the **insureds** agree that the representations and statements contained in any **application**:

- are accurate and complete;
- were made to induce the Company's reliance upon them;
- were made on behalf of all **insureds**;
- are material to the Company's decision to provide coverage; and
- are considered as incorporated in and constituting part of this Policy.

### Separation of Insureds

Except with respect to the Limit of Liability, Cancellation Condition and any rights or duties specifically assigned in this Policy to the first Named **Insured**, this Policy applies:

- as if each Named **Insured** were the only Named **Insured**; and
- separately to each **insured** against whom a claim is made.

### Definitions (Applicable To This Section Only)

The following definitions are applicable to this Section Only

#### Bodily Injury

means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including death, humiliation, mental anguish, mental injury and shock resulting from such injury, sickness or disease. All such humiliation, mental anguish, mental injury and shock shall be deemed to happen at the time of the injury, sickness or disease from which it resulted.

#### Deemed Known

means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- the **insured**, if the **insured** is an individual who is a sole proprietor; or
- any of the **insured's** directors, **officers** or partners (whether or not any of the foregoing is an employee). **Officer** will be deemed to include an **officer's** designee.

Such act, injury, damage, claim or facts, as applicable, will be deemed known at the earliest time when any such person described above:

- A. reports all, or any part, of the act, injury, damage, claim or facts to the Company or any other insurer;
- B. receives a claim for damages in connection with the act, injury, damage, **occurrence** or facts; or
- C. becomes aware or should have been aware:
  1. that the injury or damage has happened or has begun;

2. that the act has happened or has begun; or
3. of any actual, alleged or threatened act, injury, damage or claim in connection with the facts.

#### Field of Entertainment or Media Production

means the:

- creation;
- production;
- advertisement;
- distribution;
- exhibition;
- publication;
- telemarketing;
- promotion;
- performance;
- broadcasting;
- webcasting;
- recording;
- telecasting; or
- merchandising;

of any material in connection with any artistic, musical, theatrical, commercial, informational or instructional presentation by any **insured**.

#### Hazardous Special Effect

means any artificially devised effects using pyrotechnics, fireworks or similar devices used to ignite or produce an explosion which creates illusory impressions.

#### Hazardous Stunt

means physical activity during filming, rehearsal or preparation for filming for any **production** which is performed by a professional stunt person or which requires specific direction to, coaching or training of, or other assistance to an artist by a professional stunt coordinator or other stunt professional, to be safely performed.

#### Insured

means a person or organisation who qualifies under the Who Is An Insured Section of Section 7 of this Policy.



### **Insured Contract**

means a written contract or agreement entered into by the **insured** in the usual course of the **insureds** Business in which the **insured** assumes the tort liability of another to pay damages because of injury or damage to which this Policy applies, to a third person or organisation, where the contract or agreement is made prior to the injury or damage or the act giving rise to such injury or damage.

**Insured contract** does not include any contract or licence whether implied in fact or in law, resulting from the alleged submission of program, musical or literary material used by any **insured** in the **field of entertainment or media production**.

### **Personal Injury**

means injury, including humiliation, mental anguish, mental injury and shock, caused by an act of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- D. discrimination, harassment or segregation based on a person's age, colour, national origin, race, religion or sex.

**Personal injury** does not include **bodily injury** or **property damage**.

### **Products Hazard:**

- A. includes **bodily injury** and **property damage** arising out of **your product**, but only if the **bodily injury** or **property damage** happens away from premises owned or occupied by or loaned or rented to the

**insured** and happens after physical possession of such product has been relinquished to others.

- B. notwithstanding anything to the contrary set forth above, includes all **bodily injury** and **property damage** in connection with **your product** that is or was at any time:

1. loaned or rented to; or
2. located for the use of;

others, regardless of whether such product:

- has been sold; or
- is in the possession of the insured.

### **Your Product:**

- A. means any goods or products manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by:
  1. the **insured**;
  2. others trading under the **insureds** name; or
  3. a person or organisation whose assets or business the **insured** has acquired;

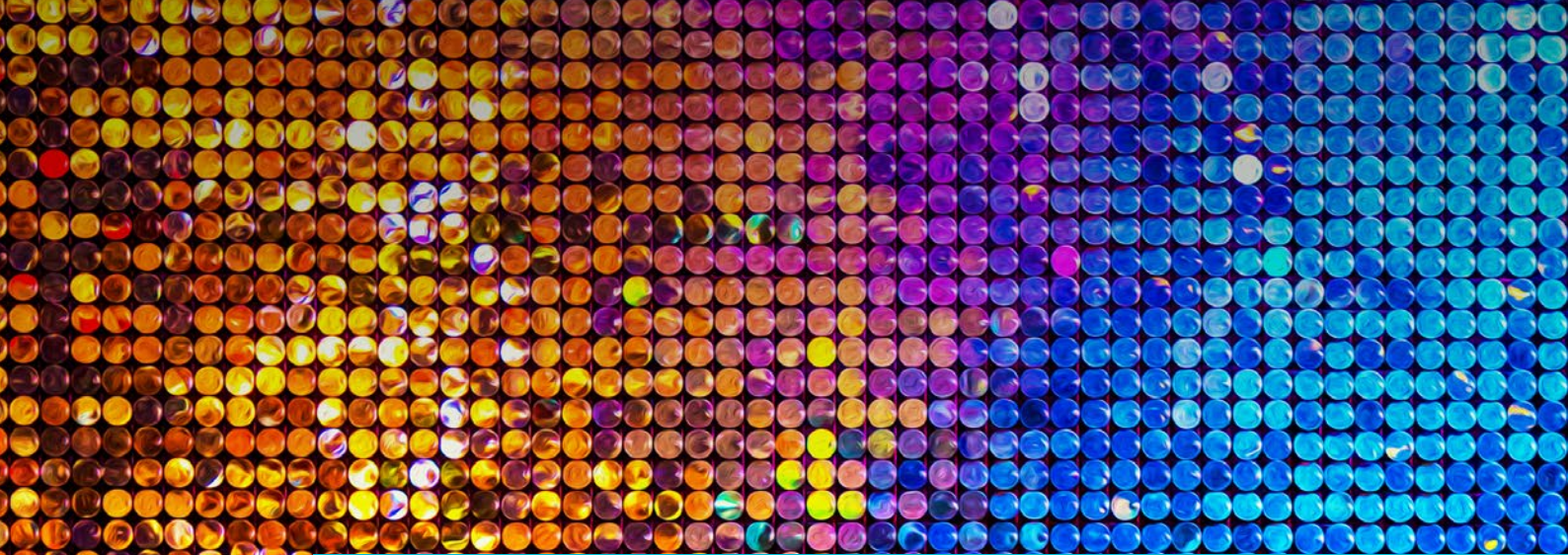
including;

- a) containers (other than **aircraft**, **vehicles** or **watercraft**) materials, parts or equipment furnished in connection with:
  - such goods or products; or
  - service provided by the **insured**;
- b) vending machines and other property loaned or rented to or located for the use of others by:
  - the **insured**;
  - others trading under the **insureds** name; or
  - a person or organisation whose assets or business the **insured** has acquired; and

- c) any other thing deemed by the Competition and Consumer Act 2010 (Cth) to have been manufactured by the **insured**.

B. includes:

1. representations or warranties made with respect to the durability, fitness, performance, quality or use of your product; and
2. the providing of or failure to provide instructions or warnings.



### About Chubb in Australia

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CChubb is the world's largest publicly traded property and casualty insurer. 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, 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.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

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