

# Media Production Insurance

## Proposal Form

### Completing The Proposal Form

- Please read the “Statutory Notice” before completing this Proposal Form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.
- It is agreed that whenever used in this Proposal Form, the term Applicant shall mean the Insured Organisation and all its Subsidiaries.

Please Read The Entire Policy And The Proposal Form Carefully

### A. General Information

1. Title of production:			
2. Name of production company:			
3. Principal address:			
4. Website:			
5. Telephone:			
6. GST registered?			<input type="checkbox"/> Yes <input type="checkbox"/> No
ITC:			
7. Details of financiers and completion guarantee/Bond company:			
8. Production base:			
9. Telephone:			
10. Producer(s):			
11. Director:			
12. Director of photography:			
13. Executive producers:			
14. Line-Producer:			
15. Production manager:			
16. Production accountant:			
17. Production co-ordinator:			
18. Experience of production company and details of recent projects:			

## B. Filming

1. Brief synopsis/Type of production:

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2. Start and finish of pre-production:

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3. Start and finish of principal photography:

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4. Number of filming days and/or weeks:

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5. Brief details of filming locations (plus the maximum period anticipated to be spent at any one individual location):

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6. Estimate split between exterior and interior filming:

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## C. Filming (Annual)

1. Usual type of programming (documentary/factual/drama series etc.):

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2. Actual production spend in the past 12 months:

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3. Estimated production spend for the forthcoming 12 months:

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4. Estimated number of productions:

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5. Maximum budget for any one production:

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6. Territories likely to be filmed in during the forthcoming 12 months:

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## D. Filming Activities (To Be Completed By All)

1. Details of proposed studio work:

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2. Details of any overseas filming:

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3. Details of any aircraft scenes:

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4. Details of any marine craft scenes:

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5. Details of any underwater scenes:

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6. Details of scenes involving trains:

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## D. Filming Activities (To Be Completed By All) continued

7. Details of scenes involving motor vehicles:

8. Details of any proposed scenes involving animals, including any continuity exposure:

9. Details of scenes involving fire, explosions, pyrotechnics or other special effects:

10. Special effects co-ordinator details:

11. Details of scenes involving stunts:

12. Stunt co-ordinator details:

13. Details of any other scenes of an unusual or hazardous nature:

## E. Budget (One-Off Productions)

1. Total cost of production:

2. Total above the line cost:

3. Total below the line cost:

4. Story/Script/Development costs:

5. Music rights/Sound rights:

6. Completion guarantee fee:

7. Production fees/Overheads:

8. Contingency:

9. Post production costs:

10. Estimated insurable production cost  
(at end of principal photography):

11. Estimated below the line cost (at end  
of principal photography):

12. Details of any of the above (Questions 4-9) which need to be Insured for abandonment only:

13. Details of any deferments within the budget:

### E. Budget (One-Off Productions) continued

14. Exchange rates being utilised in production budget:

15. Total estimated expenditure in Australia:

16. Anticipated expenditure elsewhere (split on a country by country basis):

17. Name/percentage involvement of entities providing finance for the production:

### F. Cast

1. Names of insured persons (including age, the period they are required for and their roles or characters):

a)

b)

c)

d)

e)

f)

g)

h)

i)

j)

2. Are all persons named above under contract to complete the production regardless of any delay?

Yes  No

If No, please provide further details:

3. Details of any insured person aged under 6 years/over 75 years:

4. Details of any insured person to be deemed an essential element:

5. Details of any insured person likely to have a stop date in their contract:

6. Please provide details of any hazardous activities to be undertaken by any cast member:

7. Any proposed use of prosthetics?

Yes  No

If Yes, please provide details:

**G. Production Media**

1. Details of all filming format(s) to be used:  
\_\_\_\_\_  
\_\_\_\_\_

2. If using film:

a) Which lab will be used?	
b) How frequently will negative processing take place?	
c) How frequently will production media be viewed?	
d) How will the negative be transported to the lab?	

3. If using a digital format:

a) Please detail or provide copy of full workflow:  
\_\_\_\_\_  
\_\_\_\_\_

b) Will you have a DIT on set?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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c) Details of any facilities company contracted to assist with your workflow (including post):  
\_\_\_\_\_  
\_\_\_\_\_

4. If using HHD Tape/Disc:

a) How regularly is material going to be duplicated?	
b) Is there any accumulation of material in excess of 5 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If Yes, provide further details of accumulation and storage:  
\_\_\_\_\_  
\_\_\_\_\_

**H. Post Production**

1. Details of any:

a) special processing:	
b) editing techniques:	
c) format change:	

2. Estimated duration of post production schedule:  
\_\_\_\_\_

3. Details of where post production will take place:  
\_\_\_\_\_  
\_\_\_\_\_

4. Estimated date of delivery:  
\_\_\_\_\_

**I. Extra Expense**

1. Limit of liability required: \$  
\_\_\_\_\_

2. Estimated time to reconstruct destroyed sets:  
\_\_\_\_\_

3. Are there back-up locations or studio facilities available in the event of damage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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4. Please detail any specific property or facilities which are key to the production:  
\_\_\_\_\_  
\_\_\_\_\_

## J. Production Property

### 1. Miscellaneous Technical Equipment

a) Hired In:	\$	Approx. Length of Hire:	
b) Owned:	\$	Approx. Cost of Hire:	
2. Props, sets & wardrobe:			
3. Production office contents:			
4. Action motor vehicles:			
5. Library stock:			
6. Production money:			

### 7. Details of any set builds (including reconstruction time and costs):


### 8. Storage and security details at:

a) filming location(s); or
b) unit base(s) or your usual premises:

### 9. Other than standing sets are there any items of props or wardrobe with values in excess of AUD 25,000?

Yes  No

### 10. If filming overseas, how will production property (camera equipment, props etc.) be transported?


## K. Property Of Others

### 1. Please provide a value for property of others that will be within your care, custody or control during the production:

\$

### 2. Please provide a brief description of the property to be covered under this section for which you will be responsible:


## L. Public Liability

### 1. Limit of liability required: \$

### 2. Details of any expensive locations and estimated filming days:


### 3. Estimated maximum number of crowd, at any one time:


### 4. Do all independent contractors hold their own liability insurance which is checked and sighted by the production company?

Yes  No

If No, please provide further details:


### 5. Please provide the value of payments made to independent contractors during the production?

\$

### 6. What services are provided by independent contractors during the production?


### 7. Are any services provided "in kind"?

Yes  No

8. Have you entered into any kind of hold harmless or other agreement that would affect your ability to claim against another party in the event of a claim?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide further details:	

### M. Insurance History

1. Has the production company or any director of the production company had any insurance cancelled, declined, not renewed or had special conditions imposed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide further details (attach a separate sheet if necessary):	

2. Has the production company or any director of the production company suffered any losses in the past 5 years, whether insured or not, which would have resulted in a claim being payable under this or any other proposed insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide further details (attach a separate sheet if necessary):	

### N. Declaration And Signature

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements set forth herein and all attachments and schedules hereto are true and immediate notice will be given should any of the above information alter between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned authorised officers, on behalf of the Applicant, to effect insurance, the undersigned authorised officers agree that this proposal and all attachments and schedules hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

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

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Date:	
Signature:	
Name & Position:	

## Statutory Notice

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

### **Duty of Disclosure**

#### *Your Duty of Disclosure*

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

You have this duty until we agree to insure you.

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

### **What you do not need to tell us**

You do not need to tell us anything that:

- reduces the risk 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.

### **Privacy Statement**

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### **Personal Information Handling Practices**

#### *Collection, Use and Disclosure*

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

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 and we take reasonable steps to ensure that you have been made aware of how we handle 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.

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 assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer 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), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

#### *Your Choices*

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

#### *How to Contact Us*

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

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 the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)



### **Claims-Made and Claims-Made and Notified Coverages**

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

### **Notification of Facts that might give rise to a claim**

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

### **About Chubb in Australia**

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Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base. Chubb is a major insurer of many of the country's largest companies. With five branches and over 500 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

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

### **Contact Us**

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Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
O +61 2 9335 3200  
F +61 2 9335 3411  
[www.chubb.com/au](http://www.chubb.com/au)

**Chubb. Insured.<sup>SM</sup>**