

# SHORT FILMS, TV COMMERCIALS, DOCUMENTARIES AND MUSIC VIDEOS PROPOSAL FORM

## IMPORTANT NOTICES

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurers to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including these Important Notices, please contact us or your insurance broker before signing the Declaration at the end of this document. Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

## AGENT OF INSURERS

SURA Film and Entertainment Pty Ltd acts as the agent of the insurer and not as your agent when issuing insurance policies, dealing with or settling any claims. This is an important document, please read it carefully.

## DUTY OF DISCLOSURE

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

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

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

Your duty however does not require disclosure of matters that:

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

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

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

## PRIVACY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at [www.sura.com.au](http://www.sura.com.au). Please access and read this policy.

If you have any queries about how we handle your personal information or would prefer to have a copy mailed to you, please ask us.

If you wish to access your file please ask us.

## GENERAL INSURANCE CODE OF PRACTICE

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

The objectives of the Code are:

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

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

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## SHORT FILMS, TV COMMERCIALS, DOCUMENTARIES AND MUSIC VIDEOS

1. Name of Proposer  
\_\_\_\_\_

2. Address  
\_\_\_\_\_

3. Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_  
Email Address \_\_\_\_\_

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

5. Is the Proposer registered for GST?  Yes  No  
ABN \_\_\_\_\_ ITC \_\_\_\_\_ % \_\_\_\_\_

6. Experience of Proposer (examples)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Title of Production  
\_\_\_\_\_

8. Production Type (e.g. TVC, Doco)  
\_\_\_\_\_

9. Storyline (Attach synopsis)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. What format of Content Media is to be used?  
\_\_\_\_\_

11. Name and Address of:  
a) Studio(s) to be used  
\_\_\_\_\_  
b) Cutting room(s) to be used  
\_\_\_\_\_  
c) Laboratory(s) to be used  
\_\_\_\_\_  
d) Vault(s) to be used  
\_\_\_\_\_

12. Are any special film processes, special film or specialised equipment being used in this production?  
e.g. imax, animation, cgi, steadycam, underwater, overwater, aerial photography, etc.  Yes  No  
If yes, please explain  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Will both Content Media and camera equipment be tested prior to commencement of Principal Photography?  Yes  No  
If no, please explain  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. How will Content Media be transported to the processing laboratory? (e.g. road, rail, air)

15. How frequently will Content Media be:

a) Transported

b) Processed

c) Viewed

d) If not daily, explain in detail how frequently Content Media will be processed and viewed

e) Will results be viewed daily on a colour monitor?

Yes  No

16. Location to which equipment is returned when not in use

17. What measures will be taken to protect equipment while in use and who is responsible?

18. Production Schedule

REQUIRED PERIODS OF INSURANCE

FROM

TO

Commencement of pre-production

/ /

/ /

Commencement of principal photography

/ /

/ /

Post-production to estimated completion of protection print or duplicate tape

/ /

/ /

19. Estimated Cost

a) Total Budget (attach budget and synopsis):

\$

b) Story, Scenario, Music, Sound Rights & Royalties:

\$

c) Total Negative Cost (a – b)

\$

d) Post Production Cost:

\$

e) Net Insurable Production Cost (c – d):

\$

f) Estimated Cost per Episode (if applicable):

\$

20. List of deferments, if any

PAYEE

AMOUNT

\$

\$

21. Geographical Limits Required

Australia wide

New Zealand wide

Australia & New Zealand

Worldwide

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

23. Describe stunts, scenes involving animals, motor cycles, special vehicles, watercraft, aircraft, explosives, pyrotechnics, use of trains/railroad or any other hazardous activities (Attach a copy of Safety Report)

24. Cast Coverage

NAME	AGE	ROLE	PERIOD OF COVER
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25. Are any persons covered involved in any hazardous activity?

Yes  No

If yes, please provide full details

26. Are any special conditions, contract requirements or stop dates on persons to be covered?

Yes  No

If yes, please provide full details

27. Insurance Requirements: Is Fire Cover required?

Yes  No

TYPE OF COVER

SUM INSURED (LIMIT ANY ONE OCCURRENCE)

1) Film Producers Indemnity (Cast)	\$
2) Content Media	\$
3) Extra Expense	\$
4) Production Property	\$
a) Owned Equipment	\$
b) Non Owned Equipment	\$
c) Office Contents	\$
d) Props, Sets, Wardrobe and Scenery	\$
5) Money	\$
6) Liability	\$

28. Currency Required  AUD  NZD

29. If any individual item insured under Production Property above is valued in excess of \$100,000, give details

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30. Estimated time needed to reconstruct destroyed sets of scenery

31. What other location or studio facilities are or will be immediately available as an alternative?

32. Do all independent contractors have their own public liability coverage?  Yes  No

If no, please explain

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33. Are any non employees (e.g. re-enactors, contestants etc.) involved in the production?  Yes  No

If yes, please explain

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

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

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36. Have any of the Proposers ever been convicted of a criminal offence relating to arson, fraud or otherwise involving dishonesty?

Yes  No

If yes, please provide full details

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37. Have any of the Proposers:

a) Ever had any insurance declined, cancelled or made the subject of special terms or conditions?

Yes  No

b) Lodged a claim on an insurance policy (other than for a motor vehicle or a life policy) during the past five (5) years?

Yes  No

c) Ever had a claim declined by an insurance company?

Yes  No

If Yes to a), b) or c), please provide full details

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38. Have any of the Proposers arranged any other insurance through SURA Film and Entertainment or with any other insurer, which covers the subject matter of this Proposal?

Yes  No

If yes, please provide full details

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39. Have any of the Proposers entered into any agreement which would affect your right to make a claim against a responsible Third Party in the event of a claim under the insurance now being proposed?

Yes  No

If yes, please provide full details

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40. Is the financial interest of any other person or organisation (for example, a mortgagee or other financier, lessor or principal), to be noted on the Policy?

Yes  No

If yes, please provide full details

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Please note: Question 38 to 40 also apply to any person identified in answers Questions 36 and 37.

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## DECLARATION AND AUTHORISATION

This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a company, partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be the one authorised to sign on behalf of all persons/entities identified as the intending insured.

Before completing this document, I/We have read and understood the information herein, including the Important Notices.

The answers given in this document and any other information supplied by the intending insured or by any other party on their behalf, are truthful and accurate.

I/We understand that SURA Film and Entertainment Pty Ltd are relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

**SIGNATURE:**

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**NAME (PRINT):**

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**POSITION / TITLE:**

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**DATE:**

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