

Short Films, TV Commercials, Documentaries and Music Videos

Duty of Disclosure

Under the Insurance Contracts act 1984 (the Act), you have a duty of disclosure. You are required before you enter into, renew, vary extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

You don't need to tell us about any matter:

- that reduces the risk,
- is of common knowledge,
- that we already know, or ought to know in the ordinary course of our business as an insurer, or
- we indicate we do not want to know.

If you do not tell us

If you do not comply with your Duty of Disclosure we may:

1. reduce or refuse to pay a claim, or
2. cancel your Policy.

If your non-disclosure is fraudulent, we may also have the option of avoiding the Policy from its beginning.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. Breeze Underwriting has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it. You can obtain a copy of the Breeze Underwriting Privacy information brochure by contacting us at 1300 556 826 or from our website www.breezeuw.com.au

1. Name of proposer							
2. Address							
3. Telephone No			Facsimile No				
Email address							
4. Proposer is		Individual		Partnership		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, Documentary)							
9. Storyline (attach synopsis)							
10. Is the production shot on film or tape?							
11. What format of film or tape is to be used?							
12. 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							
13. Are any special film processes, special film or specialised equipment being used in this production? e.g. imax, animation, computer-generated graphics, steadycam, underwater, aerial photography, etc.				Yes		No	
If YES, please explain							
14. Will both the film/tape and camera equipment be tested prior to commencement of Principal Photography?				Yes		No	
If YES, please explain							

15. How will film/tape be transported to processing laboratory (e.g. road, rail, air)

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16. How frequently will film/tape be	a. Transported	
	b. Processed	
	c. Viewed	
	d. If not daily, explain in detail how frequently film will be processed and viewed	
e. If shot on tape format will results be viewed daily on a colour monitor?		

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

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

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19. Loss, if any Payable to

20. Release or Distribution Organisation

21. Production Schedule

Required Periods of Insurance	Date From	Date To
Commencement of pre-production		
Commencement of principle photography		
Post-production to estimated completion print or duplicate tape		

22. 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)	\$	

23. Indicate (by ticking) if the following optional items are to be insured:

<input type="checkbox"/>	Story & Scenario	<input type="checkbox"/>	Royalties
<input type="checkbox"/>	Music & Sound Rights	<input type="checkbox"/>	Continuity
<input type="checkbox"/>	Interest	<input type="checkbox"/>	Property Taxes
<input type="checkbox"/>	Premium paid for this insurance		

24. List deferments, if any

Payee	Amount

25. Geographical Limits required

Geographical Limits	Amount
Australia-wide	
Australia and NZ	
Worldwide (excluding North America)	

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

27. Describe stunts, scenes involving animals, motor cycles, special vehicles, watercraft, aircraft, explosives, pyrotechnics, use of trains/railroad or any other hazardous activities (attach copy of safety report)

28. Cast Coverage

	Name	Age	Role	Period of Cover
1				
2				
3				
4				
5				

29. Are any persons covered involved in any hazardous activity? Yes No

If YES, please provide full details

30. Are any special conditions, contract requirements or stop dates on persons to be covered? Yes No

If YES, please provide full details

31. Insurance Requirements:

	Type of Cover	Sum Insured (Limit of Liability)
1	Film Producers Indemnity (Cast)	\$
2	Negative film/tape (including faulty stock, camera and processing)	\$
3	Props, sets and scenery, costumes and wardrobe	\$
4	Jewellery and fine arts	\$
5	Office Contents	\$
6	Cameras, lenses, sound, lighting, recording, electrical, editing, projection and other equipment.	\$
7	Extra expense	\$
8	Public Liability	\$
9	Money	\$

32. If any individual item insured under (3,4,5 or 6) above is valued in excess of \$50,000, give details

33. Estimated time needed to reconstruct destroyed sets of scenery

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

35. Do all independent contractors have their own public liability coverage?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If NO, please explain				
36. Are any non employees (e.g. re-enactors, contestants etc.) involved in the production?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If YES, please explain				
37. If the Proposer is a partnership, please provide the names and addresses of each partner				
38. If the Proposer is a company or a private business venture, other than a partnership, please supply the names and addresses of each director:				
39. Have any of the Proposers ever been convicted of a criminal offence relating to arson, fraud or otherwise involving dishonesty?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If YES, please provide full details				
40. Have any of the Proposers				
a. Ever had any insurance declined, cancelled or made the subject of special terms or conditions?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
b. Lodged a claim on an insurance policy (other than for a motor vehicle or a life policy) during the past 5 years?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
c. Ever had a claim declined by an insurance company?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If YES to (a), (b) or (c), please provide full details				

41. Have any of the Proposers arranged any other insurance through Breeze Underwriting or with any other Insurer, which covers the subject matter of this Proposal?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If YES, please provide full details

42. 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?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If YES, please provide full details

43. 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?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If YES, please provide full details

Please Note

Questions 39 to 42 also apply to any person identified in answered to Questions 37 & 38.

Declaration

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 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 Breeze Underwriting 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	
Name (PRINT)	
Position / Title	
Date	