

FIUA

Film Insurance Underwriting Agencies Pty Ltd
Entertainment Risk Specialists
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ERRORS AND OMISSIONS INSURANCE PROPOSAL

NOTICE TO THE INSURED

The terms and conditions of the policy provide that:

1. a claim (as defined) must be made against the Insured during the Period of Insurance for the Policy to apply; and
2. the Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for the policy to apply.

If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to cause a Claim(s) to be made against the Insured or which the Insured should reasonably expect to cause a Claim(s) to be made against the Insured, the terms and conditions of this Clause provide the Insured with an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, that is, all or part of any subsequent Claim may not be covered. Assuming the option to notify the Insurer is chosen, such notification must be given in writing during the Period of Insurance for the Policy to apply.

The time of the happening of the negligent act, error or omission which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified below.

Upon expiry of the Period of Insurance, no further Claims can be made under the Policy and, therefore, the maintenance of insurance provided by this Clause is essential.

1. Name of Applicant _____
2. Address: _____
Telephone: _____
3. Applicant is: Corporation, Partnership Individual
4. Names and titles of principal officers, partners or individuals: _____

5. Desired Effective Date: _____, Desired Term of Policy: _____ years.
6. Limits of Desired Coverage: For any one claim \$ _____
In the aggregate \$ _____
Deductible Amount \$ _____

7. Title of Production to be insured: “ _____ ”
8. Production is: _____ Motion Picture for initial theatrical release
 _____ Motion Picture for initial television release
 _____ Television Pilot
 _____ Television Special
 _____ Television Series – Number of Episodes _____
- Running time of Production: _____
9. Has a Title Report been obtained from any of the title clearance services? Yes/No
 If Yes, name of clearance service: _____ Attach a copy of Report.
 If No, advise date on which Title Report was requested: _____
10. Name, Address and Telephone number of Applicant’s Attorney (If a firm, also name of individual):

 _____ Telephone _____
11. Has Applicant’s Attorney read the “Clearance Procedures” included within this Application?
 Yes/No If no, explain: _____
12. Has Applicant’s Attorney approved as adequate the steps taken for clearance procedures used in connection with the Production? Yes/No If No, explain: _____

13. Name of Producer (individual): _____
 Name of Executive Producer (individual): _____
14. Names of authors and writers (including underlying works, screenplays etc.): _____

15. Will any film clips be used in this Production: Yes/No
 If Yes, have all necessary licences and consents been obtained: Yes/No
 If No, explain: _____

16. (a) Is the name of likeness of any living person used or is any living person portrayed (with or without use of name or likeness) in the Production? Yes/No
 If so, have clearances been obtained in all cases? Yes/No
- (b) Is the name or likeness of any deceased person used or is any deceased person portrayed (with or without use of name or likeness) in the Production? Yes/No
 If so, have clearances been obtained in all cases from personal representatives, heirs or other owners of such rights? Yes/No
17. Are actual events portrayed in the Production? Yes/No
18. Has Applicant or any of its agents bargained for:

- (a) any rights in literary, musical or other material; or
- (b) releases from any person in connection with the above Production, and been unable to obtain or refused any agreement or release? Yes/No

If Yes, explain: _____

19. Production is: Entirely Fictional
 Based on another work (please specify) _____
 Based on actual facts or happenings
 Other: _____

20. Production is: Quiz or Panel Interview or Forum
 Variety Musical
 Dramatic Children's Show
 Documentary Docudrama
 Other: _____

21. Brief Resumé of Production: _____

22. Have musical rights been cleared? Yes/No
- (a) Recording and synchronization rights? Yes/No
 - (b) Performing rights? Yes/No

23. Has Applicant had prior Errors and Omissions Insurance on Production to be Insured? Yes/No
 If Yes, attach copy of prior policy.

24. Has Applicant or any officers, directors or partners ever been refused similar insurance for this production or any other production? Yes/No

If yes, explain: _____

25. Applicant represents and warrants that neither it, nor any of its officers, directors or partners, or their counsel, have no knowledge, actual or constructive:

- (a) of any claims or legal proceedings made or commenced against the Applicant, or any officers, directors, partners or subsidiary of affiliated corporations within the last three (3) years for invasion of privacy, infringement or copyright (statutory or common law), defamation, unauthorised use of titles, formats, ideas, characters, plots or other program material embodied in this or any other production, or breach of implied contract arising out of alleged submission of any literary or musical material.
 No exceptions Except as follows:

- (b) of any threatened claims or legal proceedings against the Applicant or any officers, directors, subsidiaries or partners or against any other person, firm or corporation arising out of or based upon the production including title thereof, or any material upon which the production is or will be based, that would be covered by the policy sought to be obtained by the Applicant.

_____ No exceptions _____ Except as follows:

(c) of any facts, circumstances or prior negotiations by reason of which they, or any of them, believe that a claim might reasonably be asserted or legal proceedings instituted against the Applicant that would be covered by the Policy sought to be obtained by the Applicant.

_____ No exceptions _____ Except as follows:

26. Applicant agrees to use its best efforts to obtain from third parties from whom it obtains material for the production written indemnities against claims arising out of the use of such material. Initials of Applicant: _____

27. Applicant agrees that it will use due diligence to determine whether any matter or materials to be used in the production are protected by law and where necessary, to obtain from parties owning rights therein the right to use the same in connection with the production. Initials of Applicant: _____

THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING UNDERSTANDING:

- (a) Applicant warrants and represents that the above answers and statements are in all respects true and material to the issuance of an insurance policy and the Applicant has not omitted, suppressed or misstated any facts;
- (b) If a policy issues hereafter, the Applicant shall be attached to and become a part of such policy;
- (c) The signing and filing of this Application does not bind the Applicant or the Insurers and no insurance shall be deemed effective unless and until a written binder or policy of insurance is issued by the Insurers in response hereto;
- (d) All exclusions in the policy apply regardless of any answers or statements in this application;
- (e) Applicant understands that the limit of liability and deductible under any policy to be issued in response hereto shall include both loss payment and claim expenses as defined in the policy.

Date: _____ Applicant: _____
By: _____
Title: _____

Agent/broker: _____
Address: _____
Telephone: _____

Privacy – We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, ask us for a copy.