

LEVEL 14 / 141 WALKER ST  
NORTH SYDNEY NSW 2060  
PO BOX 1813  
NORTH SYDNEY NSW 2059

# ERRORS AND OMISSIONS INSURANCE PROPOSAL FORM

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## 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.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties 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 of our Privacy Policy 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.

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 SURA Film and Entertainment Pty Ltd.

## ERRORS AND OMISSIONS INSURANCE PROPOSAL FORM

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

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

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

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

5. Number of Employees \_\_\_\_\_

6. Is the Proposer registered for GST?  Yes  No

ABN \_\_\_\_\_ ITC \_\_\_\_\_ % \_\_\_\_\_

7. Names and Titles of Principals, Directors, Partners or Individuals

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

8. Period of Cover (Note cover is for three (3) years) From / / To / /

9. Required Coverage Limits (Please tick only one of the below options):

a) AUD\$1,000,000 any one claim / AUD\$3,000,000 in the aggregate

b) AUD\$1,500,000 any one claim / AUD\$4,500,000 in the aggregate

c) AUD\$2,000,000 any one claim / AUD\$6,000,000 in the aggregate

10. Currency Required  AUD  NZD

11. Title of Production \_\_\_\_\_

12. Type of Production e.g Feature film, television series, documentary, short film etc.  
\_\_\_\_\_  
\_\_\_\_\_

13. Number of episodes \_\_\_\_\_

14. Total running time of production \_\_\_\_\_

15. Has a title report been obtained from any one of the title clearance services?  Yes  No

If No, this policy will exclude any and all cover for the title of production  
\_\_\_\_\_  
\_\_\_\_\_

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16. Name, address and telephone number of Proposer's lawyer (If a firm, also name of individual)

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17. Has the Proposer's lawyer read the "clearance procedures" included with this form?  Yes  No

If No, please explain

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18. Has the Proposer's lawyer approved as adequate the steps taken for clearance procedures used in connection with the production?  Yes  No

If No, please explain

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19. Name of Producer (Individual)

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Name of Executive Producer (Individual)

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20. Name of Authors and Writers (Including underlying works, screenplays etc)

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21. Will any film clips be used in this production?  Yes  No

If Yes, have all necessary licenses and consents been obtained by the Proposer's lawyer?  Yes  No

If No, explain and attach copy of the lawyer's report

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22. Is the name or 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 Yes, have clearances been obtained in all cases?  Yes  No

If No, please explain

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23. Is the name or likeness of any deceased person portrayed (with or without use of name or likeness) in the production?  Yes  No

If Yes, have clearances been obtained in all cases from personal representatives, heirs or other owners of such rights?  Yes  No

If No, please explain

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24. Has the Proposer or any of its agents bargained for:

a) Any rights in literary, musical or other material?  Yes  No

b) Releases from any person in connection with the above production and been unable to obtain agreement or release?  Yes  No

If Yes to a) or b), please explain

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25. Are actual events portrayed in the production?  Yes  No

If Yes, please explain

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26. Is the Production:

a) Entirely fictional?  Yes  No

b) Based on actual facts or happening?  Yes  No

c) Based on another work?  Yes  No

If Yes to a), b) or c), please explain

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27. Is the Production:

a) Quiz or panel show?  Yes  No

b) Interview or forum?  Yes  No

c) Variety or musical?  Yes  No

d) Dramatic or docudrama?  Yes  No

e) Children's show?  Yes  No

f) Other?  Yes  No

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28. Storyline (Please attach a synopsis or brief summary of storyline)

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29. Have the following been cleared:

a) Recording and synchronisation rights?  Yes  No

b) Musical and Performing rights?  Yes  No

If No to a) or b), please explain

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30. Has the Proposer had prior errors and omissions insurance on the production to be insured?  Yes  No

If Yes, please attach copy of prior policy

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31. Has the Proposer or any officers, directors or partners, ever been refused similar insurance for this production or any other production?  Yes  No

If Yes, please explain

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32. Proposer declares that it and all of its officers, directors and partners and their counsel, have no knowledge, actual or constructive:

a) of any claims or legal proceedings made or commenced against the Proposer or any officers, directors, partners or subsidiary or affiliated corporations within the last three (3) years for invasion of privacy, infringement of copyright (statutory or common law), defamation, unauthorised use of titles, formats, ideas, characters, plots or other programme 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

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b) of any threatened claims or legal proceedings against the Proposer or any officers, directors, subsidiaries or partners or against any other person, firm or company 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 Proposer

No Exceptions  Except as follows

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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 Proposer that would be covered by the policy sought to be obtained by the applicant

No Exceptions  Except as follows

33. Proposer agrees 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

Signature

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

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

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

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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41. Have you or any Partner or Director of the business

a) Ever been declared bankrupt?  Yes  No

If Yes, please provide full detail

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b) Been involved in a company or business which became insolvent or subject to any form of solvency administration?  Yes  No

If Yes, please provide full details

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Please note: Questions 34 to 40 also apply to any person identified in answers to Questions 33 and 34.

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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.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/ We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal Form. This consent remains valid until I/We alter or revoke it by written notice.

I/We also undertake to advise any changes to my/our personal information.

**NAME OF FIRM**

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**SIGNATURE**

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(This Proposal is be signed by a Principal, Partner or Director of the Proposed Insured)

**TITLE OF SIGNATORY**

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**FULL NAME**

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**DATE**

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## CLEARANCE PROCEDURES

The following is a guide, not a complete checklist, for the Proposer's lawyer who should make certain that the undernoted points have been complied with prior to final cut or first exhibition of the production to be insured.

1. The script should be read prior to commencement of the production to eliminate matter which is defamatory, invades privacy or is otherwise potentially actionable.
2. Unless the work is an unpublished original not based on any other work, a copyright report must be obtained. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired a similar review should be made on copyright and renewals on any copyrighted underlying property.
3. If the script is an unpublished original, the origins of the work should be ascertained – basic idea, sequence of events and characters. It should be ascertained if submissions of any similar properties have been received by the applicant and, if so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
4. Prior to final title selection, a report should be obtained.
5. Whether production is fictional (and location is identifiable) or factual, it should be made certain that no names, faces or likenesses of any recognisable living persons are used unless written releases have been obtained. Release is unnecessary if person is part of a crowd scene or shown in a fleeting background.  
  
Telephone books or other sources should be checked when necessary. Releases can only be dispensed with if the applicant provides the insurer with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the insurer. The term "living persons" include thinly disguised versions of living persons or living persons who are readily identifiable because of the identity of other characters or because of the factual, historical or geographical setting.
6. Releases from living persons should contain language which gives the applicant the right to edit, delete material juxtapose any part of the film with any other film, change the sequence of events or of any questions posed and/ or answers, fictionalise persons or events including the releasee and to make any other changes in the film that the applicant deems appropriate. If a minor, consent has to be legally binding.
7. If music is used, the applicant must obtain all necessary synchronisation and performance licences.
8. Written agreements must exist between the applicant and all creators, authors, writers, performers and other persons providing material (including quotations from copyrighted works) or on screen services.
9. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases should be secured. This is not necessary if nondistinctive background use is made of real property.
10. If the production involves actual events it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.)
11. Shooting script and rough cuts should be checked, if possible, to assure compliance of all the above. During photography persons may be photographed on location, dialogue added or other matter included which was not originally contemplated.
12. If the intent is to use the production to be insured on video disc, tape cassettes or other new technology, rights to manufacture, distribute and release the production should be obtained, including the above rights, from all writers, directors, actors, musicians, composers and others necessary therefor.
13. Film clips are dangerous unless clearances for the second use are obtained from those rendering services or supplying material. Special attentions should be paid to music rights, as publishers are taking the position that a new synchronisation and performance licence is required.
14. Aside from living persons, even dead persons (through their personal representatives or heirs) have a "right of publicity" especially where there is considerable fictionalisation. Clearances should be obtained where necessary.