



ACTION ENTERTAINMENT INSURANCE

SPECIALIST EVENT & ENTERTAINMENT INSURANCE ADVISORS

Authority No. 292988

AUTHORISED REPRESENTATIVE OF ACTION INSURANCE BROKERS

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Service – Solutions – Security

FILM & VIDEO LIABILITY INSURANCE QUESTIONNAIRE

YOUR DUTY OF DISCLOSURE - CONTRACTS OF GENERAL INSURANCE

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:-

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of their business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their 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.

SUBROGATION

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under this policy.

GENERAL INFORMATION REQUIRED

1) **Client / Company name** _____

2) **A.B.N. Number** (if applicable) _____

2) **Postal address** _____

3) **Phone number** _____ **Fax number** _____

4) **Email address** _____

5) **Business activities to be insured (please describe your activities in as much details as possible)**

6) How many years experience do you have in this field and/or how long has your business been operating for?

7) Period that cover is required for:-

Annual period () Dates From _____ To _____

OR

Short term period () Dates From _____ To _____

8) Limit of cover required:-

() \$5,000,000 () \$10,000,000 () \$20,000,000

9) Location of risk (please provide address or location of where you will be predominantly carrying out your business activities):-

10) Do you carry out any activities outside of Australia? YES / NO
(Please provide percentage of work conducted overseas & names of countries).

11) Please advise the estimated turnover / wages of your business for the next 12 month period?

Turnover \$ _____ Wages \$ _____
(Gross Income)

If cover only required for short term period or one-off event, please provide estimated turnover or budget for short term period/one-off event.

12) Number of employees _____

If you are a non-profit organisation, total number of members _____

13) Do you use contractors / sub-contractors? YES / NO

What activities will your contractors carry out?

Estimated payments to contractors / sub-contractors \$ _____

**14) Do you insist on your contractors / sub-contractors carrying their own public liability insurance?
(This will be a condition of cover) YES / NO**

15) Will you be signing any contracts that contain hold harmless or indemnity agreements?

YES / NO

If yes, please provide copies of such agreements.

Note – a hold harmless or indemnity agreement is whereby one party assumes the liability risks of another party under contract. Your public liability policy is to cover your legal liability & no one else's, therefore claims arising from these agreements are excluded. In some circumstances, your policy can be amended to include cover for these agreements providing your Insurer can review them & agree to their content. If you sign these agreements without first referring them to your Insurer, you may not be covered in the event of a claim.

16) Will you require cover for liability claims arising from loss or damage to other people's property whilst in your care, custody or control?

YES / NO

If yes, please advise limit of cover? \$ _____

Note – the above extension only operates if you are negligent in causing the loss or damage to the property in your care, custody or control. There can be situations where you have hired or borrowed other people's property, & such property is lost or damaged not as a result of your negligence. However, you may still be responsible for compensating the owner for their loss. In these circumstances, it would be prudent not to rely on the above extension on its own but also insure the hired or borrowed property under a General property insurance policy, which will operate regardless of fault or negligence.

17) Have you suffered any public liability claims or have caused incidents that could give rise to a public liability claim?

YES / NO

If yes, please provide details _____**18) Have you previously been insured for public/products liability?**

YES / NO

If yes, please advise name of Insurer? _____**19) Will your activities include the use of any of the following:-**

Registered motor vehicles	YES / NO
Watercraft	YES / NO
Aircraft or hovercraft	YES / NO

20) Are you the overall producer of the Production(s)? **YES/NO**

If no, please advise your responsibilities & duties:

21) What type of productions will you be filming?

Feature films	YES/NO
Documentaries	YES/NO
TV productions	YES/NO

- Corporate videos YES/NO
- Private & public events or occasions YES/NO
- TV Commercials YES/NO
- Music video clips YES/NO
- Other productions –please describe _____

22) If annual cover required, please advise estimated number of productions during next 12 month period? _____

Estimated number of filming days _____

Estimated production budget:

For annual period if required \$ _____

For one off or short term period \$ _____

23) Will your productions involve the use of:

- Will there be large crowds involved in the production(s)? YES/NO
- Fire, fireworks, pyrotechnics YES/NO
- Stunts or explosions YES/NO
- Dangerous activities (please describe) YES/NO
- Aircraft, watercraft or motor vehicles YES/NO

If you have answered YES to any of the above, please provide detail:

24) Where will majority of the filming take place? Studio / On location?

If on location, please provide the percentage of work on location & details: _____

25) Please provide a Synopsis of your Film(s) – if applicable:_____

DECLARATION

I/We hereby declare that the information provided by me/we in this questionnaire is true and correct and that I/we have read and understand the Important Notices at the start of this questionnaire. I/We also agree that this questionnaire can be used as the proposal of insurance and therefore the basis of the contract of insurance between me/we and the underwriter, if so approved by the underwriter.

(Signature)

(Date)

(Name)

(Position)

Where did you here about Action Entertainment Insurance? _____

OTHER INSURANCES

We recommend the following other insurances and ask that you contact our office if you would like further information on any of these including quotations:-

VOLUNTARY WORKERS ACCIDENT INSURANCE	YES / NO
WORKERS COMPENSATION (COMPULSORY FOR ALL EMPLOYERS)	YES / NO
MONEY	YES / NO
BUSINESS EQUIPMENT (INCLUDING HIRED OR BORROWED ITEMS)	YES / NO
PROFESSIONAL INDEMNITY FOR EVENT ORGANISERS	YES / NO
NEGATIVE FILM RISK	YES / NO
FILM PRODUCERS INDEMNITY	YES / NO
ERRORS & OMISSIONS FOR PRODUCTIONS	YES / NO
FILM EQUIPMENT	YES / NO